

Middle Temple



Library

KN 74 BYT

B233
BYT

TEMPLE LIBRARY
WITHDRAWN STOCK

BYTHEWOOD & JARMAN'S
COMPENDIUM
OF
PRECEDENTS IN CONVEYANCING

SECOND EDITION.

BY
STUART L. BATHURST,
OF QUEEN'S COLLEGE, OXFORD, B.A.,
AND
DONALD C. L. CREE,
OF UNIVERSITY COLLEGE, OXFORD, M.A.,
Both of Lincoln's Inn, Barristers-at-Law,

ASSISTED BY
NORMAN H. OLDHAM,
LATE OF MERTON COLLEGE, OXFORD; B.A., LL.B. (LOND.),
Of the Inner Temple,

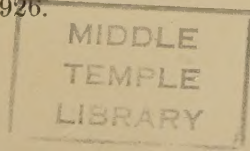
A. R. TAYLOUR,
OF EXETER COLLEGE, OXFORD, M.A.,
AND
K. RICHARD A. HART,
OF ST. JOHN'S COLLEGE, OXFORD, M.A.,
*Both of Lincoln's Inn,
Barristers-at-Law.*



VOL. I.
PART II.

LONDON:
SWEET AND MAXWELL, LIMITED,
3, CHANCERY LANE, W.C.

1926.



PRINTED IN GREAT BRITAIN BY
O. F. ROWORTH LTD., 88, FETTER LANE, LONDON, E.C.

PREFACE

TO SECOND EDITION.

IN 1821, over one hundred years ago, the first volume of Bythewood and Jarman's Precedents was published, and between 1821 and 1834 the ten volumes in which the work was originally produced, were brought out. In 1915, under the able editorship of the late Mr. Charles E. Cree, of Lincoln's Inn, the work was recast and brought out with the assistance of Mr. Donald C. L. Cree, one of the present Editors, in two volumes, the aim being to present a new Edition to include all forms likely to occur in every day practice, which, while of considerably greater length than the smaller Davidson, would yet be less elaborate and easier to follow than Key and Elphinstone's Compendium of Precedents.

The chief features of Mr. Cree's Edition were (1) The omission of lengthy dissertations and notes, and of forms relating to transactions of a complicated or specially

PREFACE TO THE SECOND EDITION.

technical nature, *e.g.*, company forms generally, and dealings with patents, trade marks or copyright. (2) That each precedent was, as far as space would allow, complete in itself, though for obvious reasons exception had to be made in the case of Conditions of Sale and Wills, &c. (3) The absence of abbreviations in order to avoid the mistakes so commonly occurring from the use of an abbreviated text-book by an inexperienced clerk.

Mr. Cree's Edition found considerable favour, and while introducing the alterations rendered necessary by the recent legislation, we have been careful to preserve its characteristic features and principles.

The revision, however, has not proved a light task. The precedents relating to the appointment of new Trustees, and to Conveyances on Sales and Mortgages have been for the most part re-written, and the forms relating to Wills, Trust Instruments and Leases have been carefully revised and brought up to date, and the necessary new forms of Vesting Deeds, Assents, &c., have been added. We venture also to call attention to the form for a lease of a Parsonage House, for which we are indebted to Mr. Oldham, and for which we believe no precedent is to be found elsewhere. The preparation of this Edition has been a task of difficulty and anxiety. We trust, however, that the work will be found accurate and reliable, though it seems too much to hope that no mistakes will be found in a book which has to deal with new legislation

PREFACE TO THE SECOND EDITION.

making sweeping changes in the law, and not with principles and practice already settled and crystallised.

The Editors desire to acknowledge their obligations to Mr. Norman Oldham, of the Inner Temple, Mr. W. S. Norwood (K.C. of the Irish Bar and of Lincoln's Inn), Mr. Albert S. Oppé, of the Inner Temple, Mr. A. R. Taylour and Mr. Richard A. Hart, both of Lincoln's Inn, for their assistance in the preparation of the work, and to Miss Sara Moshkowitz, of Lincoln's Inn, for her work in connection with the preparation of the Index, and also to Mr. T. E. Lewis, their clerk, for the Tables of Contents, Cases and Statutes.

CONTENTS.

DECLARATIONS.

	PAGE
I. STATUTORY DECLARATION as to IDENTITY and uninterrupted POSSESSION of PARCELS	501
II. STATUTORY DECLARATION as to PEDIGREE and OTHER MATTERS affecting LANDS CONTRACTED to be SOLD	502
[For STATUTORY DECLARATION to accompany POWER of ATTORNEY for use ABROAD, see ATTORNEY, POWERS of, Prec. XII., page 186.]	

DIRECTIONS AND CONSENTS.

I. DIRECTION or CONSENT as to INVESTMENT of TRUST FUNDS	504
II. DIRECTION by TENANT for LIFE as to INVESTMENT of CAPITAL MONEYS	505
III. DIRECTION to VARY INVESTMENT	505
IV. CONSENT by TRUSTEES to TENANT for LIFE CUTTING and SELLING TIMBER	506
V. DIRECTION to TRUSTEES to SELL LAND	506
VI. CONSENT of TENANT for LIFE to ALTERATION of INVESTMENT of CAPITAL MONEYS by CALLING in a MORTGAGE	507

DIRECTIONS AND CONSENTS— <i>continued.</i>	PAGE
VII. DIRECTION by TENANT for LIFE for PURCHASE of LANDS to be SETTLED, and APPLICATION of CAPITAL MONEYS in PAY- MENT of PURCHASE-MONEY	507
VIII. CONSENT by TRUSTEES of a SETTLEMENT to SALE by TENANT for LIFE of the PRINCIPAL MANSION-HOUSE, &c.	508
IX. NOTICE under sect. 104 (4) of the Settled Land Act, 1925, to a MORTGAGEE of LIFE ESTATE to INVESTMENT of PROCEEDS of SALE ARISING from PROCEEDS of SALE of LAND CHARGED by the TENANT for LIFE of his INTENTION to SELL	509
X. DIRECTION or CONSENT to the ADVANCEMENT of a CHILD ...	509
XI. LICENSE by LESSOR to LESSEE to ASSIGN	510

DISCLAIMER.

I. DISCLAIMER by DEED POLL by ONE of TWO TRUSTEES and EXECUTORS of a WILL	510
II. DISCLAIMER of the TRUSTS of a SETTLEMENT. (By Supple- mental Deed.)	512
[See, too, DISCLAIMER and APPOINTMENT of NEW TRUSTEES, Prec. VII., p. 94.]	

DISENTAILING DEEDS.

I. DISENTAILING DEED of FREEHOLDS by TENANT in TAIL in POSSESSION	513
II. DISENTAILING DEED of FREEHOLDS by TENANT in TAIL MALE in POSSESSION. (A short Form without Recitals)	514
III. CONSENT of PROTECTOR of a SETTLEMENT to BARRING an ESTATE TAIL	515
IV. DISENTAILING DEED by TENANT in TAIL in REMAINDER, with the CONSENT of the PROTECTOR, to TENANT in TAIL in FEE SIMPLE, SUBJECT to the PROTECTOR'S LIFE ESTATE	516



DISENTAILING DEEDS— <i>continued.</i>	PAGE
V. DISENTAILING DEED by PROTECTOR and TENANT in TAIL of FREEHOLDS, MONEY to be LAID OUT in PURCHASE of LAND to be SETTLED, and SETTLED MONEYS and CHATTELS for the TENANT in TAIL ABSOLUTELY, SUBJECT to the PROTECTOR'S LIFE ESTATE therein	517
VI. DISENTAILING DEED by PROTECTOR and TENANT in TAIL of FREEHOLDS and MONEY to be LAID OUT in the PURCHASE of LAND to be SETTLED upon such TRUSTS as the PROTECTOR and TENANT in TAIL shall JOINTLY APPOINT, and in DEFAULT of APPOINTMENT to SUBSISTING TRUSTS of SETTLEMENT	519
VII. DEED by TENANT in TAIL MALE in REMAINDER to CREATE a BASE FEE	522
VIII. DEED to ENLARGE a BASE FEE into an ESTATE in FEE SIMPLE. (To be ENDORSED on the DEED creating the BASE FEE) ...	523
[For ENDOWMENTS, see tit. MORTMAIN.]	

EXCHANGES.

PRELIMINARY NOTE	524
I. CONVEYANCE of LANDS in EXCHANGE for other LANDS conveyed by a SEPARATE DEED of even DATE	525
II. CONVEYANCE of LAND by way of EXCHANGE by a SINGLE DEED, where MONEY is PAID by ONE of the PARTIES for EQUALITY of EXCHANGE	526
III. CONVEYANCE of FREEHOLDS to a TENANT for LIFE under the Settled Land Act, 1925, by way of SUBSIDIARY VESTING DEED in EXCHANGE for SETTLED LANDS, conveyed by the TENANT for LIFE thereof, by a DEED of even DATE	528

INDEMNITY.

I. DEED OF COVENANT to INDEMNIFY a TENANT paying RENT, where the TITLE to the REVERSION is in DISPUTE	530
---	-----

INDEMNITY— <i>continued.</i>	PAGE
II. DEED of COVENANT and DECLARATION of TRUST of a SUM of STOCK invested in the NAMES of TRUSTEES, to INDEMNIFY a PURCHASER of LANDS against a LIFE ANNUITY charged thereon	531
III. INDEMNITY against a RENTCHARGE, by a GRANT of a POWER of ENTRY on other LANDS	534
IV. DEED of INDEMNITY by a VENDOR to a PURCHASER in respect of the TITLE where INVESTIGATION of the TITLE is dispensed with	536

LEASES.

PRELIMINARY NOTE on the STAMP DUTIES on LEASES	537
--	-----

Precedents.

I.—XIV. HOUSES, &c.

I. AGREEMENT for the LETTING of FURNISHED LODGINGS with ATTENDANCE, &c., from MONTH to MONTH or WEEK to WEEK .	545
II. AGREEMENT for TENANCY of a HOUSE and GARDEN, with Use of FURNITURE, PLATE, LINEN, &c., for SIX MONTHS. (A CONCISE FORM)	549
III. AGREEMENT for the LETTING of a COTTAGE from YEAR to YEAR	550
IV. AGREEMENT for a LEASE or UNDERLEASE of a PRIVATE HOUSE in LONDON, with or without FURNITURE	552
V. AGREEMENT for a LEASE of a PUBLIC-HOUSE by a BREWER ...	556
VI. LEASE of a PUBLIC-HOUSE by a FIRM of BREWERS. COVENANT by LESSEE to DEAL EXCLUSIVELY with LESSORS, and other SPECIAL COVENANTS	557
VII. LEASE or UNDERLEASE of a HOUSE and WORKSHOPS at a PREMIUM, with an INVENTORY of the FIXTURES, and a SPECIAL AGREEMENT in case of DESTRUCTION by FIRE	564

LEASES—*continued.*

	PAGE
VIII. LEASE to a BUILDER'S NOMINEE of a HOUSE, with COMMON CLAUSES. COVENANTS to FINISH the HOUSE; to CONTRIBUTE towards REPAIRING PARTY WALLS, CLEANSING DRAINS, &c.; not to use PREMISES as a SHOP; to INSURE; to give NOTICE of any ASSIGNMENT; not to ASSIGN after a certain PERIOD; OPTION to PURCHASE the FEE	568
IX. UNDERLEASE of a HOUSE in LONDON for TWENTY-ONE YEARS, with STABLE and COACH-HOUSE. ORDINARY COVENANTS, &c. SPECIAL CLAUSES as to MAINTENANCE of SQUARE GARDEN. PROVISIO for DETERMINATION of LEASE at END of SEVEN or FOURTEEN YEARS	574
X. LEASE of a HOUSE by TENANT for LIFE under his STATUTORY POWERS in CONSIDERATION of a FINE. The TRUSTEES of the SETTLEMENT Join to ACKNOWLEDGE the RECEIPT of the FINE..	579
XI. LEASE of a RESIDENTIAL FLAT or SET of CHAMBERS	583
XII. UNDERLEASE of PART of a HOUSE, as BUSINESS OFFICES for TWENTY-ONE YEARS. COVENANT by LESSEES to OCCUPY as BUSINESS OFFICES, and not to bring COMBUSTIBLE MATERIALS upon the PREMISES, so as to INVALIDATE FIRE INSURANCE; by the LESSOR to PAY all TAXES, &c., and to INDEMNIFY the LESSEES therefrom	586
XIII. LEASE of the PRINCIPAL MANSION HOUSE, GARDEN and PLEASURE GROUNDS by a TENANT for LIFE under the S. L. Act. PENAL RENTS on BREACH of certain COVENANTS. MANAGEMENT of the GARDEN, FRUIT TREES, PLEASURE GROUNDS, &c.	588
XIV. AGREEMENT for a BUILDING LEASE or several BUILDING LEASES. SPECIAL PROVISIONS for CONSTRUCTION of Several HOUSES, and as to TIME of COMPLETION. PROVISIONS as to ADVANCES by LESSOR to LESSEE as the WORKS PROGRESS. (OPTION to PURCHASE in NOTE)	593
XV.—XVIII. AGRICULTURAL LEASES.	
XV. AGREEMENT for the LETTING of a FARM from YEAR to YEAR, containing STIPULATIONS as to MODE of HUSBANDRY, &c., with SCALE of ALLOWANCES for TENANT'S IMPROVEMENTS...	603
XVI. OUTLINE of TERMS for the LEASE of a FARM	608
XVII. AGREEMENT for a LEASE of a FARM for TWENTY-ONE YEARS, DETERMINABLE at the END of the first SEVEN or FOURTEEN YEARS	610

LEASES—*continued.*

PAGE

XVIII. LEASE of a FARM for TWENTY-ONE YEARS, DETERMINABLE at the END of SEVEN or FOURTEEN YEARS. COVENANTS by LANDLORD to DRAIN	614
---	-----

Special Clauses in Agricultural Leases.

EXCEPTIONS AND RESERVATIONS.

1. Yearly rent	619
2. Additional rent for landlord's improvements, and mode of payment thereof	619
3. Additional rents for breaking up, &c. the land	620

LESSEE'S COVENANTS.

As to Repairs, Drainage, &c.

1. General repairs	620
2. To carry materials	621
3. Damages by neglect	621
4. Garden and orchard	621
5. Drainage by tenant	621
6. To repair on notice	621

As to Cultivation and Management.

1. Not to alter the arrangement of the premises	622
2. To reside on the premises	622
3. Not to assign	622
4. General course of husbandry (concise form)	622
5. General course of husbandry (full form)	622
6. Management of grass lands	623
7. To consume roots, hay, &c. on premises	623
8. General course of husbandry (alternative form)	623
9. Same during last year	623
10. Consumption of straw, &c. on the premises	624
11. Spreading manure	624
12. Mowing	624
13. Anthills, &c.	624
14. To cultivate land for roots in last year of term	624
15. To cleanse brooks, &c., and cut hedges	625
16. Not to alter boundaries or buildings	625
17. To protect game and wildfowl	625
17a. Proviso as to compensation for damage to crops by game	625

LEASES—*continued*.

LANDLORD'S COVENANTS. PAGE

- | | |
|--|-----|
| 1. To repair | 625 |
| 2. To allow tenant to get chalk | 625 |
| 3. To allow tenant use of barns after expiration of term | 626 |

XIX.—XXII. LEASES, MINING, &c.

- XIX. LEASE by way of LICENCE to work COPPER, TIN, and LEAD MINES, within certain LIMITS, during TWENTY-ONE YEARS, yielding a ROYALTY of ONE-FIFTEENTH of the PRODUCE in KIND or MONEY. USUAL AUTHORITIES to LESSEES to make SHAFTS, ADITS, &c.; USE WATER-COURSES, &c. POWER for LESSOR to MAKE and USE ADITS, &c.; to INSPECT and SURVEY WORKS; to DETERMINE LICENCE by NOTICE as to any SETS that may not be DULY WORKED. COVENANTS by LESSEES (*inter alia*) to render ROYALTIES, pay TAXES, work MINES; to DRIVE a certain ADIT constantly; to deliver PLANS of WORKS and ACCOUNTS. POWER of RE-ENTRY. ARBITRATION CLAUSE. 626
- XX. LEASE of COAL MINES to a COMPANY by a TENANT for LIFE under the Settled Land Act 640
- XXI. LEASE of LIMESTONE QUARRIES and WORKS 652
- XXII. AGREEMENT for the LETTING of a BRICKFIELD from YEAR to YEAR 662

XXIII.—XXIX. LEASES, MISCELLANEOUS PRECEDENTS.

- XXIII. LEASE by MORTGAGEES and a MORTGAGOR 664
- XXIV. LEASE for NINETY-NINE YEARS of RIGHTS for WATER SUPPLY by MORTGAGOR in POSSESSION and his MORTGAGEES. WATER to be OBTAINED from a BROOK by means of a DAM, RAM, and other APPARATUS, and CONVEYED in PIPES over LAND of the MORTGAGOR. PROVISION as to CONSTRUCTION and as to making GOOD any DAMAGE, &c. POWER to LESSEE to DETERMINE LEASE on NOTICE. RENT to be PAID to MORTGAGOR until NOTICE GIVEN by MORTGAGEES. ARBITRATION CLAUSE.. 667
- XXV. AGREEMENT for LETTING GRAZING RIGHTS for a PERIOD of SIX CALENDAR MONTHS and so on for SUCCESSIVE PERIODS of SIX MONTHS until DETERMINED by NOTICE, for the EXPRESS PURPOSE of EXCLUDING the OPERATION of the Agricultural Holdings Act, 1923 673
- XXVI. AGREEMENT for the LETTING of a PARSONAGE HOUSE from YEAR to YEAR, with a CONDITION for AVOIDING the SAME in CERTAIN EVENTS in accordance with the provisions of the Pluralities Act, 1838 675

LEASES— <i>continued</i> .	PAGE
XXVII. LEASE of GLEBE under Ecclesiastical Leasing Acts by the INCUMBENT of a BENEFICE	678
XXVIII. UNDERLEASE for the Entire TERM RESERVED by the ORIGINAL LEASE, except the last SEVEN DAYS thereof, in CONSIDERATION of a PREMIUM. COVENANTS by UNDERLESSEE to PAY RENT, and to OBSERVE the COVENANTS of the ORIGINAL LEASE, and INDEMNIFY the UNDERLESSOR therefrom	680
XXIX. LEASE of a RIGHT of SHOOTING, &c.	682
XXX. CONFIRMATION of a LEASE assigned without LICENCE to the ASSIGNEE thereof	685
XXXI. SURRENDER of a LEASE, with a view to the GRANTING of a New LEASE, by a TENANT for LIFE under a WILL; by INDORSEMENT	687

MISCELLANEOUS PRECEDENTS.

ASSENTS.

PRELIMINARY NOTE	688
I. ASSENT by EXECUTORS to SPECIFIC DEVISE of FREEHOLDS ENTITLED in FEE SIMPLE FREE from INCUMBRANCES	690
II. ASSENT by EXECUTORS to VESTING of FREEHOLDS in THEMSELVES (or OTHERS) as TRUSTEES for SALE	690
III. ASSENT by EXECUTORS to SPECIFIC BEQUEST of LEASEHOLDS...	691
IV. STATUTORY FORM of ASSENT by PERSONAL REPRESENTA- TIVES in FAVOUR of a PERSON absolutely ENTITLED FREE from INCUMBRANCES	692
V. STATUTORY FORM of ASSENT by PERSONAL REPRESENTATIVES in FAVOUR of TRUSTEES for SALE	692
VI. STATUTORY FORM of VESTING ASSENT by PERSONAL REPRESENTATIVES	693
VII. DEED of ENLARGEMENT of a LONG TERM by a PERSON abso- lutely ENTITLED FREE from INCUMBRANCES	694

MISCELLANEOUS PRECEDENTS— <i>continued</i> .	PAGE
VIII. DEED of ENLARGEMENT of LONG TERM by TENANT for LIFE, the TERM being SETTLED to go along with the FREEHOLDS under a SETTLEMENT existing before 1926	695
IX. SUBSIDIARY VESTING DEED SUPPLEMENTAL to PRINCIPAL VESTING DEED and to DEED of ENLARGEMENT of LONG TERM SETTLED by SETTLEMENT existing before 1926	697
X. SUBSIDIARY VESTING DEED of FREEHOLDS and DECLARATION of TRUST of LEASEHOLDS VESTED in TRUSTEES by WAY of SECURITY which have become DISCHARGED from the RIGHT of REDEMPTION under a FORECLOSURE ORDER or the STATUTES of LIMITATION, where the MONEY was ADVANCED out of CAPITAL MONEY under a STRICT SETTLEMENT of REALTY	698
XI. ENFRANCHISEMENT of the SITE of a PLACE of WORSHIP held under LEASE under the Places of Worship (Enfranchisement) Act, 1920	700
XII. CONVEYANCE by TRUSTEES for SALE of FREEHOLDS to a BENEFICIARY absolutely entitled to PROCEEDS of SALE, who ELECTS to TAKE the PROPERTY as REALTY	705
XIII. LICENCE by LANDOWNER to COMMITTEE of CRICKET CLUB to erect PAVILION, and to use GROUND for CRICKET and LAWN TENNIS	707
XIV. ASSIGNMENT of LETTERS PATENT	709
XV. DEED for securing ANNUITY to PAST MISTRESS	710
XVI. DELEGATION of TRUST by EXECUTOR or TRUSTEE during ABSENCE ABROAD. VARIATIONS (in note) for a TENANT for LIFE	712
CONVEYANCE on SALE by ONE VENDOR to THREE PERSONS who PURCHASE in EQUAL SHARES. VARIATIONS in brackets where the SHARES of the PURCHASERS are UNEQUAL	
<i>Addenda et Corrigenda, p. lxi.</i>	

TABLE OF CASES.

	PAGE
A., <i>Re</i> , (1904) 2 Ch. 328; 73 L. J. Ch. 648; 91 L. T. 238; 53 W. R. 2..	65
Ackroyd <i>v.</i> Smith, 10 O. B. 164; 19 L. J. O. P. 315	432
Adair <i>v.</i> Carden, L. R. 29 Ir. 469	410
Adams, <i>Ex p.</i> , 4 Ch. D. 39; 46 L. J. Ch. 42; 35 L. T. 751; 25 W. R. 54.	127
——— & Frost, <i>Re</i> , (1907) 1 Ch. 695; 76 L. J. Ch. 408; 93 L. T. 833.	57
——— <i>v.</i> Angell, 5 Ch. D. 634; 46 L. J. Ch. 352; 36 L. T. 334; 25	
W. R. 139	412
——— <i>v.</i> Clutterbuck, 10 Q. B. D. 403	682
——— <i>v.</i> Marylebone B. C., (1907) 2 K. B. 822; 77 L. J. K. B. 1;	
97 L. T. 593	131
African Assn., Ltd., <i>Re</i> , (1910) 1 K. B. 396; 79 L. J. K. B. 259;	
102 L. T. 129	20
Aldersey, <i>Re</i> , (1905) 2 Ch. 181; 74 L. J. Ch. 548; 92 L. T. 826	268
Aldous <i>v.</i> Cornwell, L. R. 3 Q. B. 373	154
Aleyn <i>v.</i> Belchier, White & T. L. C.; 1 Eden, 132	56
Allen & Driscoll, <i>Re</i> , (1904) 2 Ch. 223; 73 L. J. Ch. 614; 91	
L. T. 676; 52 W. R. 681	217
Allen <i>v.</i> Smith, (1924) 2 Ch. 308	220
Alms Corn Charity, <i>Re</i> , (1901) 2 Ch. 750; 71 L. J. Ch. 76; 85	
L. T. 533	467
Alton Urban Council <i>v.</i> Spicer, (1904) 1 K. B. 678; 73 L. J.	
K. B. 230	683
Amber Size, &c. Co. <i>v.</i> Menzel, (1913) 2 Ch. 239; 82 L. J. Ch. 573;	
109 L. T. 520; 57 Sol. J. 627	17
Ambler <i>v.</i> Gordon, (1905) 1 K. B. 417; 74 L. J. K. B. 185; 92	
L. T. 96; 53 W. R. 300	45
Anderson <i>v.</i> Vicary, (1900) 2 Q. B. 287; 69 L. J. Q. B. 713; 83	
L. T. 15; 48 W. R. 593	683
Andrew <i>v.</i> Bridgman, (1908) 1 K. B. 596; 77 L. J. K. B. 272;	
98 L. T. 653; 52 Sol. J. 148	566
Andrews <i>v.</i> Waite, (1907) 2 Ch. 500; 76 L. J. Ch. 676; 97 L. T. 428.	45
Anglo Newfoundland, &c. Co. <i>v.</i> The King, (1920) 2 K. B. 214	129
Arbuckle <i>v.</i> Price, 4 Dowl. 174	144
Ardagh's Estate, <i>Re</i> , (1914) 1 I. R. 5	114
Arden <i>v.</i> Rutter, (1923) 2 K. B. 865; 92 L. J. K. B. 894	622
Arkwright <i>v.</i> Gill, 5 M. & W. 203	629
Ashburner <i>v.</i> Sewell, (1891) 3 Ch. 405; 60 L. J. Ch. 784; 65 L. T.	
524; 40 W. R. 169	222
Aston, <i>Re</i> , 23 Ch. D. 217	77
Astry <i>v.</i> Ballard, 2 Lev. 185	631
Att.-Gen. <i>v.</i> Cox, 3 H. L. Cas. 240; 88 R. R. 69	377
——— <i>v.</i> Murray, (1904) 1 K. B. 165; 73 L. J. K. B. 66	243
——— <i>v.</i> Salt Union, (1917) 2 K. B. 488	333

	PAGE
Australian Joint Stock Bank <i>v.</i> Bailey, (1899) A. C. 396; 68 L. J. P. C. 95	197
Austrian Lloyd Steamship Co. <i>v.</i> Gresham Life Assce. Socy., Ltd., (1903) 1 K. B. 249; 72 L. J. K. B. 211; 88 L. T. 6; 51 W. R. 402...	131
Ayr Board Trustees <i>v.</i> Adams, 11 Ct. of Sessions Cases, 326	7
BADISCHE, &C. FABRIK <i>v.</i> Schott, Segner & Co., (1892) 3 Ch. 447; 61 L. J. Ch. 698; 67 L. T. 281	38
Baines <i>v.</i> Geary, 35 Ch. D. 154; 56 L. J. Ch. 935; 56 L. T. 567; 36 W. R. 98	38
Baker <i>v.</i> Hedgecock, 39 Ch. D. 520; 57 L. J. Ch. 889; 59 L. T. 361; 36 W. R. 840	38
Balen <i>v.</i> Shepherd, (1924) 2 Ch. 365	213, 223
Ball <i>v.</i> Taylor, 1 Car. & P. 417	155
Banyard, <i>Ex p.</i> , L. R. 10 C. P. 638; 44 L. J. C. P. 305; 32 L. T. 729	125
Barber, <i>Re</i> , 39 Ch. D. 187; 57 L. J. Ch. 756; 58 L. T. 756	75
Baring-Gould <i>v.</i> Sharpington, &c. Syndicate, (1899) 2 Ch. 80; 68 L. J. Ch. 429; 80 L. T. 739; 47 W. R. 564	136
Barnes <i>v.</i> City of London Real Property Co., (1918) 2 Ch. 18	547
— <i>v.</i> Youngs, (1898) 1 Ch. 414; 67 L. J. Ch. 263; 46 W. R. 332	129
Barnett, <i>Re</i> , (1908) 1 Ch. 402; 77 L. J. Ch. 267; 98 L. T. 346 ..	56
Barretts <i>v.</i> Young, (1900) 2 Ch. 339; 69 L. J. Ch. 605	56
Barrow <i>v.</i> Isaacs, (1891) 1 Q. B. 417; 60 L. J. Q. B. 179; 64 L. T. 686; 39 W. R. 338	566
Barsht <i>v.</i> Tagg, (1900) 1 Ch. 231; 69 L. J. Ch. 91; 81 L. T. 777; 48 W. R. 220	217
Barter, <i>Ex p.</i> , 26 Ch. D. 510; 53 L. J. Ch. 802; 57 L. T. 811; 32 W. R. 809	14
Bass <i>v.</i> Gregory, 25 Q. B. D. 481; 59 L. J. Q. B. 574	45
Bates <i>v.</i> Donaldson, (1896) 2 Q. B. 241; 65 L. J. Q. B. 578; 74 L. T. 751; 44 W. R. 659	566
Batten, <i>Re</i> , 22 Q. B. D. 685	154
Bayley-Worthington & Cohen, <i>Re</i> , (1909) 1 Ch. 648; 78 L. J. Ch. 351; 100 L. T. 650	218
Becker, Shillan & Co. <i>v.</i> Barry Bros., (1921) 1 K. B. 391	128, 137
Beckett <i>v.</i> Tower Assets Co., (1891) 1 Q. B. 638	53
Benjamin, <i>Re</i> , (1902) 1 Ch. 723; 71 L. J. Ch. 319; 86 L. T. 387 ..	268
Bentinck (Lady) & L. & N. W. Rly. Co., <i>Re</i> , 40 Sol. J. 130	336
Best <i>v.</i> Hammand, 12 Ch. D. 1	261
Bettesworth & Richer, <i>Re</i> , 37 Ch. D. 535; 57 L. J. Ch. 749; 58 L. T. 796; 36 W. R. 544; 52 J. P. 740	217
Bevan <i>v.</i> Webb, (1905) 1 Ch. 620; 74 L. J. Ch. 300	573
Bewley <i>v.</i> Atkinson, 13 Ch. D. 283; 49 L. J. Ch. 153; 41 L. T. 603; 28 W. R. 638	42, 46
Beyfus <i>v.</i> Lodge, (1925) 1 Ch. 356	314
Birchall, <i>Re</i> , 40 Ch. D. 433; 60 L. T. 369; 37 W. R. 387	510
Bird <i>v.</i> Higginson, 6 Ad. & El. 824; 6 L. J. Ex. 282	682
Bishop <i>v.</i> Chambre, 3 Car. & P. 55	154
Bjornstad <i>v.</i> The Ouse Shipping Co., (1924) 2 K. B. 673	129
Blackett <i>v.</i> Ridout, (1915) 2 K. B. 415	258
Blake <i>v.</i> Lanyon, 6 T. R. 221	17
— <i>Re</i> (1887), W. N. 173; 22 L. J. Notes of Cas. 125	75
Blane <i>v.</i> Francis, (1917) 1 K. B. 257	47
Bliss <i>v.</i> Collins, 5 B. & Ald. 876; 1 Dowl. & Ry. 291; 24 R. R. 601 ...	47

	PAGE
<i>Blore v. Guilini</i> , (1903) 1 K. B. 356; 72 L. J. K. B. 114; 88 L. T. 235; 51 W. R. 336	578
<i>Bolton v. London School Board</i> , 7 Ch. D. 766; 47 L. J. Ch. 461; 38 L. T. 277; 26 W. R. 549	213
<i>Bond v. Basset</i> , 87 L. J. Ch. 160	220
<i>Bonnin v. Neame</i> , (1910) 1 Ch. 732; 79 L. J. Ch. 388; 102 L. T. 708	129
<i>Booth v. Smith</i> , 14 Q. B. D. 318; 54 L. J. Q. B. 119; 51 L. T. 742; 33 W. R. 142	49
<i>Bos v. Helsham</i> , L. R. 2 Ex. 72	286
<i>Bourgeois v. Weddell & Co.</i> , (1924) 1 K. B. 539	132
<i>Bourne, Re</i> , (1908) 2 Ch. 427	383
<i>Bowker v. Evans</i> , 15 Q. B. D. 565; 54 L. J. Q. B. 421; 53 L. T. 801; 33 W. R. 695	136
<i>Boyce v. Edbrooke</i> , (1903) 1 Ch. 836; 72 L. J. Ch. 547; 88 L. T. 344; 51 W. R. 424	581
<i>Bradley v. Baylis</i> , 9 Q. B. D. 195	548
<i>Bridgman v. Daw</i> , 40 W. R. 253	410
<i>Briston Corp'n. v. Westcott</i> , 12 Ch. D. 461; 41 L. T. 117; 27 W. R. 841	566
<i>Britain v. Rossiter</i> , L. R. 11 Q. B. D. 123; 48 L. J. Exch. 362	1
<i>British Red Ash Collieries, Ltd., Re</i> , (1920) 1 Ch. 326	577, 634
<i>British Reinforced, &c. Co. v. Schallf</i> , (1921) 2 Ch. 563	126
<i>Bromley v. Smith</i> , (1909) 2 K. B. 235; 78 L. J. K. B. 745; 100 L. T. 731	39
<i>Brooks v. Bellingham</i> , 56 Sol. J. 503	227
<i>Broomfield v. Williams</i> , (1897) 1 Ch. 602; 66 L. J. Ch. 305; 76 L. T. 243; 45 W. R. 469	281
<i>Brudenell v. Elwes</i> , 1 East, 442; 7 Ves. 382; 6 R. R. 310	56
<i>Bryant v. Hancock & Co., Ltd.</i> , (1898) 1 Q. B. D. 716; (1899) A. C. 442; 68 L. J. Q. B. 889; 81 L. T. 96	560
— <i>v. Lefever</i> , 4 C. P. D. 172; 48 L. J. C. P. 380; 40 L. T. 579; 27 W. R. 592	45
<i>Bullard v. Dyson</i> , 1 Taun. 283	433
<i>Burch v. Farrows Bank, Ltd.</i> , (1917) 1 Ch. 606	578
<i>Burden, Ex p.</i> , 16 Ch. D. 675; 44 L. T. 525; 29 W. R. 879	196
<i>Burnley Equitable, &c. Society v. Casson</i> , (1891) 1 Q. B. 75; 60 L. J. M. C. 59; 63 L. T. 652; 39 W. R. 124	118
<i>Burrows v. Lang</i> , (1901) 2 Ch. 501; 70 L. J. Ch. 607	629
<i>CABLE v. Bryant</i> , (1908) 1 Ch. 259; 77 L. J. Ch. 78; 98 L. T. 98 ...	46
<i>Caledonian Rly. Co. v. Glenboig, &c. Co.</i> , (1911) A. C. 290; 80 L. J. P. C. 128; 104 L. T. 657; 75 J. P. 377 ...	333
— <i>v. Walker</i> , 7 App. Cas. 259	142
<i>Campbell v. Leach</i> , Amb. 740	631, 632
<i>Canning (Lord) v. Roper</i> , 1 E. & B. 164	530
<i>Cannon v. Villars</i> , 8 Ch. D. 415; 47 L. J. Ch. 597; 38 L. T. 939; 26 W. R. 751	433
<i>Capital & Counties Bank, Ltd. v. Rhodes</i> , (1903) 1 Ch. 631; 72 L. J. Ch. 336; 88 L. T. 255; 51 W. R. 470	303
<i>Cardigan (Earl of) v. Armitage</i> , 2 B. & C. 211	631
<i>Carlish v. Salt</i> , (1906) 1 Ch. 335; 75 L. J. Ch. 175; 94 L. T. 58; 54 W. R. 244	219
<i>Carlisle, Re</i> , 44 Ch. D. 200; 59 L. J. Ch. 520; 62 L. T. 821; 38 W. R. 638	129

	PAGE
<i>Carr v. Eastabrook</i> , 2 Cox, 390	167
<i>Cary-Elwes, Re</i> , (1906) 2 Ch. 143; 75 L. J. Ch. 571; 94 L. T. 845; 54 W. R. 480	335
<i>Cattle v. Thorp</i> , (1900) W. N. 83	126
<i>Cavendish v. Tarry</i> , 52 Sol. J. 726	34
<i>Chafer, Re</i> , (1916) 2 Ch. 13	78
<i>Chambers v. Randall</i> , (1923) 1 Ch. 149	220, 233, 292
<i>Chaplin v. Staffs. &c.</i> , (1922) 2 Ch. 824	280
<i>Chapman v. Smethurst</i> , (1909) 1 K. B. 927; 78 L. J. K. B. 654; 100 L. T. 465; 16 Manson, 171	26
— <i>v. Smith</i> , (1907) 2 Ch. 97; 76 L. J. Ch. 394; 96 L. T. 662 ..	624
— <i>v. Westerby</i> , 58 Sol. J. 50	17
<i>Charrington & Co., Ltd. v. Wooder</i> , (1914) A. C. 71; 83 L. J. K. B. 220; 110 L. T. 548	558
<i>Chastey v. Ackland</i> , (1895) 2 Ch. 389; (1897) A. C. 155; 64 L. J. Q. B. 523; 66 <i>ib.</i> 518; 12 R. 420; 72 L. T. 845; 76 <i>ib.</i> 430; 43 W. R. 627	45
<i>Chatenay v. Brazilian, &c. Co.</i> , (1891) 1 Q. B. 79; 60 L. J. Q. B. 295; 63 L. T. 739; 39 W. R. 65	159
<i>Chatteris v. Isaacson</i> , 57 L. T. 177	473
<i>Chatterton v. Terrell</i> , (1923) App. Cas. 578; 92 L. J. Ch. 605 ..	592
<i>Chaytor, Re</i> , (1900) 2 Ch. 804; 69 L. J. Ch. 837; 49 W. R. 125 ..	640
<i>Cherry, Re</i> , (1914) 1 Ch. 83; 83 L. J. Ch. 142; 110 L. T. 16; 58 Sol. J. 48	84, 115
<i>Chester v. Powell</i> (1885), W. N. 67; 52 L. T. 722	546
<i>Chesterfield (Earl of) v. Janssen, Wh. & T. L. C.</i> ; 2 Ves. 125	449
<i>Chillingworth v. Esche</i> , (1924) 1 Ch. 97	217
<i>Chisholm, Re</i> , (1901) 2 Ch. 82; 70 L. J. Ch. 533	70
<i>Cholmely v. Paxton</i> , 3 Bing. 207	275
<i>Clark, Re</i> , (1906) 1 Ch. 615; 75 L. J. Ch. 325	336
<i>Clayton v. Le Roy</i> , (1911) 2 K. B. 1031; 81 L. J. K. B. 49; 104 L. T. 419; 105 <i>ib.</i> 430	247
<i>Clayton's Settled Estates, Re</i> , (1926) W. N. 54	528
<i>Clements v. County of Devon Insurance Committee</i> , (1918) 1 K. B. 94 ..	131
<i>Clifford v. Hoare, L. R.</i> 9 C. P. 362	431
<i>Clydebank, &c. v. Don Jose, &c.</i> , (1905) A. C. 6; 74 L. J. P. C. 1; 91 L. T. 666	204
<i>Coates to Parsons, Re</i> , 34 Ch. D. 370; 56 L. J. Ch. 242; 56 L. T. 16; 35 W. R. 375	84
<i>Cockburn v. Smith</i> , (1924) 2 K. B. 119; 93 L. J. K. B. 746	583
<i>Cockerell v. Cholmeley</i> , 3 Russ. 565; 1 Russ. & M. 418; Tamlyn, 435; 6 Bligh (N. S.), 120; 1 Cl. & F. 60; 36 R. R. 16	275
<i>Cogstag & Co. v. H. Newman, Sons & Co.</i> , (1921) 2 App. Cas. 528 ..	130
<i>Cohen v. Arthur</i> , 56 Sol. J. 344	129
— <i>v. Mitchell</i> , 25 Q. B. D. 262; 59 L. J. Q. B. 409; 63 L. T. 203; 38 W. R. 551; 7 Morrell, 207	427
— <i>v. Popular Restaurants, Ltd.</i> , (1917) 1 K. B. 480	566
<i>Collins v. Locke</i> , 4 App. Cas. 674; 48 L. J. P. C. 68; 41 L. T. 292; 28 W. R. 189	38
— <i>v. Sedgwick</i> , (1917) 1 Ch. 179	19
<i>Collis v. Amphlett</i> , (1918) 1 Ch. 232; (1920) App. Cas. 271 ..	258, 274
— <i>v. Laughier</i> , (1894) 3 Ch. 659; 63 L. J. Ch. 851; 8 R. 760; 71 L. T. 226; 43 W. R. 202	45
<i>Colls v. Home & Colonial Stores, Ltd.</i> , (1904) A. C. 179; 73 L. J. Ch. 484; 90 L. T. 687; 53 W. R. 30; 20 T. L. R. 475	45
<i>Colonial Gold Reef v. Free State Rand</i> , (1914) 1 Ch. 382	162
<i>Compton v. Bagley</i> , (1892) 1 Ch. 313; 61 L. J. Ch. 113; 65 L. T. 706 ..	223

TABLE OF CASES.

xxxiii

	PAGE
Condron, <i>Re</i> , (1917) 1 Ch. 639	19
Continental Tyre & Rubber Co. v. Heath, 29 T. L. R. 308	39
Cooper & Allen, <i>Re</i> , 4 Ch. D. 802; 46 L. J. Ch. 133; 25 W. R. 301... 215	
— v. Straker, 40 Ch. D. 21; 58 L. J. Ch. 26; 59 L. T. 849; 37 W. R. 137	45
Cory & Son, Ltd. v. Harrison, (1906) A. C. 274; 75 L. J. Ch. 714; 93 L. T. 818	34, 473
Coster v. Cowling, 7 Bing. 456	627
Cowper v. Millburn, 52 Sol. J. 316	45
Cox & Neve, <i>Re</i> , (1891) 2 Ch. 109; 64 L. T. 733; 39 W. R. 412... 211	
Crabtree, <i>Re</i> , 103 L. T. 49; (1912) W. N. 24	18
Crace, <i>Re</i> , (1902) 1 Ch. 733; 71 L. J. Ch. 358; 86 L. T. 144	35
Crawcour, <i>Ex p.</i> , 9 Ch. D. 419; 47 L. J. (Bank.) 94 (<i>sub nom.</i> <i>Re Robertson</i>)	53
Crediton (Bishop of) v. Bishop of Exeter, (1905) 2 Ch. 455; 74 L. J. Ch. 697; 93 L. T. 157; 54 W. R. 156	154
Crompton v. Jarratt, 30 Ch. D. 298; 54 L. J. Ch. 1109; 53 L. T. 603; 33 W. R. 913	513
Curl Bros., Ltd. v. Webster, (1904) 1 Ch. 685; 73 L. J. Ch. 540; 90 L. T. 479; 52 W. R. 413	473
Curling v. Austin, 2 Dr. & Sm. 129; 10 W. R. 682	219
Currie v. Misa, L. R. 10 Ex. 162	370
Cutler, <i>Re</i> , 39 Sol. J. 484	75
D'ADHEMAR v. Bertrand, 35 Beav. 19	75
Dakin & Co. v. Lee, (1916) 1 K. B. 566	5, 10
Dale v. Hatfield Chase Corporation, (1922) 2 K. B. 282	217
Dallmann v. King, 4 Bing. N. C. 105	4
Dalton v. Angus & Co., 6 App. Cas. 740; 50 L. J. Q. B. 689; 44 L. T. 844; 30 W. R. 191	45
Danby v. Coutts, 29 Ch. D. 500; 54 L. J. Ch. 577; 52 L. T. 401; 33 W. R. 559	176
Daniell v. Essex, L. R. 10 C. P. 538	313
Daniels, <i>Re</i> , (1912) 2 Ch. 90; 81 L. J. Ch. 509	640
Darlington Wagon Co. v. Harding, &c., (1891) 1 Q. B. 245	132
Darville, <i>Ex p.</i> , L. R. 2 C. P. 244; 36 L. J. C. P. 133; 15 L. T. 537; 15 W. R. 352	125
Dashwood v. Magniac, (1891) 3 Ch. 306; 60 L. J. Ch. 809; 65 L. T. 811	506
Davies, <i>Re</i> , (1892) 3 Ch. 63; 61 L. J. Ch. 595; 67 L. T. 548; 41 W. R. 13	520
— v. Davies, 36 Ch. D. 359; 56 L. J. Ch. 962; 58 L. T. 209; 36 W. R. 86	38
— v. Hodgson, 32 Ch. D. 225	77
Davis & Cavey, <i>Re</i> , 40 Ch. D. 601; 58 L. J. Ch. 143; 60 L. T. 100; 37 W. R. 217	219
— v. Marrable, (1913) 2 Ch. 421	45
Deacon v. S. E. Ry. Co., 61 L. T. 377; (1889) W. N. 79	433
Debenham v. Sawbridge, (1901) 2 Ch. 98; 70 L. J. Ch. 525; 84 L. T. 519; 49 W. R. 502	222, 312
De Francesco v. Barnum, 45 Ch. D. 430; 63 L. T. 438; 39 W. R. 5. 17, 117, 118	
Deighton & Harris, <i>Re</i> , (1898) 1 Ch. 458; 67 L. J. Ch. 240; 78 L. T. 430; 46 W. R. 341	223, 234

	PAGE
Derby <i>v.</i> Humber, L. R. 2 C. P. 247; 15 L. T. 538	124
— (Earl of) and Fergusson, <i>Re</i> , (1912) 1 Ch. 479; 81 L. J. Ch. 567; 105 L. T. 943; 56 Sol. J. 71	220
Derry <i>v.</i> Sanders, (1919) 2 K. B. 223	281
De Courcier <i>v.</i> Harrolds, (1923) 1 Ch. 565	220
D'Este's Settlement Trusts, (1903) 1 Ch. 898; 72 L. J. Ch. 305	153
Dewar <i>v.</i> Mintoft, (1912) 2 K. B. 373; 81 L. J. K. B. 885; 106 L. T. 763	226, 314
Diestal <i>v.</i> Stevenson, (1906) 2 K. B. 345; 75 L. J. K. B. 797; 96 L. T. 10	204
Dobson <i>v.</i> Hudson, 1 C. B. N. S. 659	4
Dodd <i>v.</i> Churton, (1897) 1 Q. B. 562; 66 L. J. Q. B. 477; 76 L. T. 438; 45 W. R. 49	6, 12
Doe <i>v.</i> Bennett, 8 Car. & P. 124	155
— <i>v.</i> Wood, 2 B. & Al. 724	631
Douglas <i>v.</i> Bolam, (1900) 2 Ch. 749; 70 L. J. Ch. 1; 83 L. T. 448; 49 W. R. 163	80
Dowson & Jenkins' Contract, <i>Re</i> , (1904) 2 Ch. 219	179
Drew <i>v.</i> Josolyne, 18 Q. B. D. 590; 56 L. J. Q. B. 490; 57 L. T. 5; 35 W. R. 570	7
— <i>v.</i> Nunn, 4 Q. B. D. 661; 48 L. J. Q. B. 591; 40 L. T. 671; 27 W. R. 810	157
Dubowski <i>v.</i> Goldstein, (1896) 1 Q. B. 478; 65 L. J. Q. B. 397; 74 L. T. 180; 44 W. R. 436	38
Duckworth <i>v.</i> Alison, 1 Mee. & W. 412	10
Duddell <i>v.</i> Simpson, L. R. 2 Ch. 102; 36 L. J. Ch. 70; 15 L. T. 305; 15 W. R. 115	223
Dunlop, &c. Tyre Co. <i>v.</i> New Garage & Motor Co., (1915) App. Cas. 79	205
Duthy & Jesson, <i>Re</i> , (1898) 1 Ch. 419; 67 L. J. Ch. 218; 78 L. T. 223; 46 W. R. 300	214
EAST, <i>Re</i> , L. R. 8 Ch. 735; 42 L. J. Ch. 480	75
Eastbourne Corpn. <i>v.</i> Att.-Gen., (1904) A. O. 155; 73 L. J. K. B. 259; 90 L. T. 99; 52 W. R. 577	370
East Ham U. D. C. <i>v.</i> Aylett, (1905) 2 K. B. 22; 74 L. J. K. B. 471; 92 L. T. 420; 53 W. R. 492	217
Eastern Telegraph Co. <i>v.</i> Dent, (1899) 1 Q. B. 835; 68 L. J. Q. B. 564; 80 L. T. 459	566
Easton <i>v.</i> Isted, (1903) 1 Ch. 405; 72 L. J. Ch. 189; 87 L. T. 705; 51 W. R. 245	45
Eastwood <i>v.</i> Ashton, (1914) 1 Ch. 68; 83 L. J. Ch. 263; 109 L. T. 784; 58 Sol. J. 152	286, 312, 313
Eaton <i>v.</i> Western, 9 Q. B. D. 636; 52 L. J. Q. B. 41	121
Ebsworth & Tidy, <i>Re</i> , 42 Ch. D. 23; 58 L. J. Ch. 665; 60 L. T. 841; 37 W. R. 657	214, 219
Edell <i>v.</i> Dulieu, (1924) App. Cas. 38; 93 L. J. K. B. 286	619
Edgell <i>v.</i> Day, L. R. 1 C. P. 80; 1 H. & R. 8; 35 L. J. C. P. 7; 12 Jur. (N. S.) 27; 13 L. T. 328; 14 W. R. 87	216
Edwick <i>v.</i> Hawkes, 18 Ch. D. 199; 50 L. J. Ch. 577; 45 L. T. 168; 29 W. R. 913	561
Egham R. D. C. <i>v.</i> Gordon, (1902) 2 K. B. 120; 71 L. J. K. B. 523; 87 L. T. 31; 50 W. R. 703	8
Ehrman <i>v.</i> Bartholomew, (1898) 1 Ch. 671; 67 L. J. Ch. 319; 78 L. T. 646; 46 W. R. 509	38

	PAGE
Elementary Education Acts, <i>Re</i> , (1909) 1 Ch. 55; 78 L. J. Ch. 281; 99 L. T. 862	336
Ellis v. Emmanuel, 1 Ex. D. 157; 46 L. J. Ex. 25; 34 L. T. 553; 24 W. R. 832	35
— v. Goulton, (1893) 1 Q. B. 350; 62 L. J. Q. B. 232; 4 R. 267; 68 L. T. 144; 41 W. R. 411	216, 309
Elliston v. Reacher, (1908) 2 Ch. 665; 78 L. J. Ch. 87; 99 L. T. 701; affirming, (1908) 2 Ch. 374; 77 L. J. Ch. 617; 99 L. T. 346 ...	440
Elphinstone (Lord) v. Monkland Iron, &c. Co., Ltd., 11 App. Cas. 332; 35 W. R. 17	205
Enlayde, Ltd. v. Roberts, (1917) 1 Ch. 109	571
Epsom U. D. O. v. L. C. O., (1900) 2 Q. B. 751; 69 L. J. Q. B. 933; 83 L. T. 284; 49 W. R. 302	8
Essex v. Daniell, L. R. 10 C. P. 538; 32 L. T. 476	226
Evans v. Heathcote, (1918) 1 K. B. 418	38, 39
— v. Ware, (1892) 3 Ch. 502; 62 L. J. Ch. 256; 3 R. 32; 67 L. T. 285	39
Eyre & Leicester Corpn., <i>Re</i> , (1892) 1 Q. B. 136; 61 L. J. Q. B. 438; 65 L. T. 733; 40 W. R. 203	129
Eyton v. Denbigh, &c. Rly. Co., L. R. 7 Eq. 439; 20 L. T. 388; 17 W. R. 546	422
FARRAR v. Cooper, 44 Ch. D. 200; 59 L. J. Ch. 506	129
Farrer & Gilbert, <i>Re</i> , (1914) 1 Ch. 125; 83 L. J. Ch. 177; 110 L. T. 23; 58 Sol. J. 98	217
— v. Close, L. R. 4 Q. B. 602; 20 L. T. 802; 17 W. R. 1129; 10 B. & S. 533; 38 L. J. M. C. 132	4
— v. Lacy, Hartland & Co., 31 Ch. D. 42; 55 L. J. Ch. 149; 53 L. T. 515; 34 W. R. 22	216
Fawcett & Holmes, <i>Re</i> , 42 Ch. D. 150; 58 L. J. Ch. 763; 61 L. T. 105	222
Fell v. Jones, 17 Beav. 521	167
Fellows, Ltd. v. Corker, (1918) 1 Ch. 9	19
Ferns v. Carr, 28 Ch. D. 409; 54 L. J. Ch. 478; 52 L. T. 348; 33 W. R. 363	124, 125
Firth, <i>Re</i> , (1912) 1 Ch. 806; 81 L. J. Ch. 539; 106 L. T. 865; 56 Sol. J. 467	113
Fischel & Co. v. Mann & Cook, <i>Re</i> , (1919) 2 K. B. 431	130
Fisher v. G. W. Rly. Co., (1911) 1 K. B. 551; 80 L. J. K. B. 299; 103 L. T. 885; 55 Sol. J. 76	152
Fitzgerald v. Lord Falconbridge, Fitzgib. 214	154
Fitzherbert, <i>Re</i> , (1898) W. N. 58	77
Fitzsimmons v. Lord Mostyn, (1904) A. C. 46; 73 L. J. K. B. 72; 89 L. T. 616; 52 W. R. 337	137
Flight v. Booth, 1 Bing. N. C. 370; 1 Scott, 190; 4 L. J. O. P. 66; 41 R. R. 599	222
Fludyer v. Cocker, 12 Ves. 25	256
Foakes v. Jackson, (1900) 1 Ch. 807; 69 L. J. Ch. 352; 83 L. T. 26; 48 W. R. 616	57
Foulger v. Arding, (1902) 1 K. B. 700; 71 L. J. K. B. 499; 86 L. T. 488; 50 W. R. 417	553
Fraser v. Ehrensperger, 12 Q. B. D. 310; 53 L. J. Q. B. 73; 49 L. T. 646; 32 W. R. 240	145

	PAGE
Freeman <i>v.</i> Chester R. D. C., (1911) 1 K. B. 783; 80 L. J. K. B. 695; 104 L. T. 368	129
Frend <i>v.</i> Buckley, L. R. 5 Q. B. 213; 10 B. & S. 973; 39 L. J. Q. B. 90; 22 L. T. 170; 18 W. R. 680	212, 257
Friar <i>v.</i> Gray, 4 H. L. C. 565	578
Fuller, <i>Re</i> , (1900) 2 Ch. 551; 69 L. J. Ch. 738; 83 L. T. 208; 49 W. R. 90	81
—— & Leathley, <i>Re</i> , 76 L. T. 646	214
GADD <i>v.</i> Thompson, (1911) 1 K. B. 304; 80 L. J. K. B. 272; 103 L. T. 836; 55 Sol. J. 156	117, 118
Gallard, <i>Re</i> , (1897) 2 Q. B. 8; 66 L. J. Q. B. 484; 76 L. T. 327; 4 Manson, 52; 45 W. R. 556	427
Gallivan <i>v.</i> Killarney U. D. C., (1912) 2 I. R. 356	6
Gardiner, <i>Re</i> , 33 Ch. D. 590	77
Garrett <i>v.</i> Middlesex Justices, 12 Q. B. D. 620; 53 L. J. M. O. 81; 32 W. R. 646; 48 J. P. 357	562
Gaselee, <i>Re</i> , (1901) 1 Ch. 923; 70 L. J. Ch. 441; 84 L. T. 386; 49 W. R. 372	336
General Bill Posting Co., Ltd. <i>v.</i> Atkinson, (1919) App. Cas. 118 ...	20
Gentle <i>v.</i> Faulkner, (1900) 2 Q. B. 267; 69 L. J. Q. B. 777; 82 L. T. 708	566
Gerard (Lord) & Beecham, <i>Re</i> , (1894) 3 Ch. 295; 63 L. J. Ch. 695; 7 R. 519; 71 L. T. 272; 42 W. R. 678	422
Gilbey <i>v.</i> Rush, (1906) 1 Ch. 11; 75 L. J. Ch. 32; 93 L. T. 616; 54 W. R. 71	319
Gilliat <i>v.</i> Gilliat, L. R. 9 Eq. 60; 39 L. J. Ch. 142; 21 L. T. 522; 18 W. R. 203	216
Gillingham <i>v.</i> Beddow, (1900) 2 Ch. 242; 69 L. J. Ch. 527; 82 L. T. 791	473
Gluckstein <i>v.</i> Barnes, (1900) A. C. 240; 69 L. J. Ch. 385; 82 L. T. 393; 7 Manson, 321	25
Goldfoot <i>v.</i> Welch, (1914) 1 Ch. 213; 83 L. J. Ch. 360; 109 L. T. 820	586
Goldson <i>v.</i> Goldman, (1914) 2 Ch. 603	38
Goldstein <i>v.</i> Salvation Army Assurance Society, (1917) 2 K. B. 291, 362	243
—— <i>v.</i> Sander, (1915) 1 Ch. 549	547
Goodhart <i>v.</i> Hyett, 25 Ch. D. 182; 53 L. J. Ch. 219; 50 L. T. 95; 32 W. R. 165	435
Goodrich, <i>Re</i> , Payne <i>v.</i> Bennett, (1904) P. 138	502
Goodyear <i>v.</i> Weymouth (Mayor), 1 H. & R. 67	7
Gophir Diamond Co. <i>v.</i> Wood, (1902) 1 Ch. 950; 71 L. J. Ch. 550; 86 L. T. 801; 50 W. R. 603	17, 34, 473
Gordon, <i>Re</i> , 6 Ch. D. 531; 46 L. J. Ch. 794	510
Gosling <i>v.</i> Woolf, (1893) 1 Q. B. 39; 68 L. T. 89; 41 W. R. 106 ...	212, 553
Government of Kelantan <i>v.</i> Duff Development Co., (1923) App. Cas. 395	132
Gray, <i>Ex p.</i> , 58 L. J. K. B. 5	6
—— <i>v.</i> Lord Ashburton, (1917) App. Cas. 26	128, 131, 150
—— <i>v.</i> Smith, 43 Ch. D. 208; 59 L. J. Ch. 145; 62 L. T. 335; 38 W. R. 310	473
G. W. Rly. Co. <i>v.</i> Blades, (1901) 2 Ch. 624; 70 L. J. Ch. 847; 85 L. T. 308	333

TABLE OF CASES.

xxxvii

	PAGE
G. W. Rly. Co. v. Carpalla, &c. Co., Ltd., (1910) A. C. 83; 79 L. J. Ch. 117; 101 L. T. 785; 74 J. P. 57; 26 T. L. R. 190; 54 Sol. J. 151	333
Greaves v. Whitmarsh, Watson & Co., Ltd., (1906) 2 K. B. 340; 75 L. J. K. B. 633; 95 L. T. 425	553
Grech v. Board of Trade, (1923) W. N. 235	131
Greenhalgh v. Brindley, (1901) 2 Ch. 324; 70 L. J. Ch. 740; 84 L. T. 763; 49 W. R. 597	42
Griffiths v. Fleming, (1909) 1 K. B. 805; 78 L. J. K. B. 567; 100 L. T. 765; 53 Sol. J. 340	243
——— v. Vezey, (1906) 1 Ch. 796	314
Grove v. Portal, (1902) 1 Ch. 727; 71 L. J. Ch. 299; 86 L. T. 350; 18 L. T. R. 319	566
Guthrie v. Walrond, 22 Ch. D. 573; 52 L. J. Ch. 165; 47 L. T. 614; 31 W. R. 285	512
Gylbert v. Fletcher, Cro. Car. 179	117
 HADGETT v. I. R. Commrs., 3 Ex. D. 46; 37 L. T. 612; 26 W. R. 115	74
Halifax, &c. Banking Co., <i>Re</i> Wood, 79 L. T. 536; 47 W. R. 194; (1898), W. R. 174	213
Halkett v. Earl of Dudley, (1907) 1 Ch. 590; 76 L. J. Ch. 330; 96 L. T. 539	213, 274
Hall v. Burnell, (1911) 2 Ch. 551; 81 L. J. Ch. 46; 105 L. T. 409; 55 Sol. J. 737	314
Hammond v. Prentice Bros., (1920) 1 Ch. 201	433
Hanau v. Ehrlich, (1912) A. C. 39; 81 L. J. K. B. 397; 106 L. T. 1; 56 Sol. J. 186	1
Handley v. Wood, 2 B. & Al. 724	631
Hanson v. Bootham, 12 East, 22	634
Hardman v. Child, 28 Ch. D. 712; 54 L. J. Ch. 695; 52 L. T. 465; 33 W. R. 544	219
Harington v. Hoggart, 1 B. & Ad. 577; 9 L. J. (O. S.) K. B. 14; 35 R. R. 382	216
Harris v. De Pinna, 33 Ch. D. 238; 56 L. J. Ch. 344; 54 L. T. 770. 45 ——— v. Harris, (1892) A. C. 547	190
——— v. Huntback, 1 Burr. 373	35
——— v. Ryding, 5 M. & W. 66	631
Harrison, <i>Re</i> (1883), W. N. 31	75
——— v. Barrow-in-Furness Corporation, 63 L. T. 834	577
——— v. Holland, (1921) 3 K. B. 297	314
Harse v. Pearl Life, &c. Co., (1904) 1 K. B. 558; 73 L. J. K. B. 373	243
Hart v. Parthgain Harbour Co., Ltd., (1903) 1 Ch. 690	6
Harvey, <i>Re</i> , (1901) 2 Ch. 290; 70 L. J. Ch. 694; 85 L. T. 36; 49 W. R. 695	519
Hattersley, <i>Ex p.</i> , 8 Ch. D. 601; 47 L. J. (Bank.) 113	53
Haynes v. Doman, (1899) 2 Ch. 13; 68 L. J. Ch. 419; 80 L. T. 569; 43 Sol. J. 553	38
——— v. King, (1893) 3 Ch. 439; 63 L. J. Ch. 21; 3 R. 715; 69 L. T. 855; 42 W. R. 56	281
Helham-Jones v. Hannen & Co., 84 L. J. Ch. 539; 112 L. T. 281. 546 Henman v. Dickenson, 2 Moo. & P. 289; 5 Bing. 183	154
Hepworth Manufacturing Co. v. Ryott, (1920) 1 Ch. 1	38

	PAGE
Herbert v. Samuel Fox & Co., Ltd., (1916) App. Cas. 414	132
Hetherington, <i>Re</i> , 34 Ch. D. 211	76
Hewitt, <i>Re</i> , (1915) 1 Ch. 228	79
— v. Rowlands, 93 L. J. K. B. 1080	587
Hewson v. Shelley, (1914) 2 Ch. 13; 83 L. J. Ch. 607; 110 L. T. 785; 58 Sol. J. 397	456
Hext v. Gill, L. R. 7 Ch. 699; 41 L. J. Ch. 761; 27 L. T. 291; 20 W. R. 957	333
Heywood v. Mallalieu, 25 Ch. D. 357; 53 L. J. Ch. 492; 49 L. T. 658; 32 W. R. 538	220
Hickman v. Kent, &c. Association, (1915) 1 Ch. 881	131
Higgins & Hitchman, <i>Re</i> , 21 Ch. D. 95; 51 L. J. Ch. 772; 30 W. R. 700; 46 J. P. 805	219
— v. Betts, (1905) 2 Ch. 210; 74 L. J. Ch. 621; 92 L. T. 850; 53 W. R. 549	45
Higgett & Bird, <i>Re</i> , (1903) 1 Ch. 287; 72 L. J. Ch. 220; 87 L. T. 697; 51 W. R. 227	231
Hill v. Kirchenstein, (1920) 3 K. B. 556	551
Hobson v. Bell, 2 Beav. 17; 8 L. J. Ch. 241; 3 Jur. 190; 50 R. R. 90	223
Hodgson, <i>Re</i> , (1898) 2 Ch. 545; 67 L. J. Ch. 591; 79 L. T. 345; 47 W. R. 44	513
— v. Field, 7 East, 613	631
Hogg v. Belfast Corporation, (1919) 2 I. Rep. 305	129
Holmes v. Goring, 2 Bing. 76	432
Honywood v. Honywood, L. R. 18 Eq. 306; 43 L. J. Ch. 652; 30 L. T. 671; 22 W. R. 749	506
Hood of Avalon (Lady) v. Mackinnon, (1909) 1 Ch. 476; 78 L. J. Ch. 300; 100 L. T. 330; 25 T. L. R. 290; 53 Sol. J. 269	57
Hoole U. D. C. v. Fidelity, &c. Co. of Maryland, (1916) 1 K. B. 25... ..	202
Hooper v. Clarke, L. R. 2 Q. B. 200	684
Hope, <i>Re</i> , (1899) 2 Ch. 679; 68 L. J. Ch. 625	325
Hope-Johnstone, 53 Sol. J. 321	79
Hopper, <i>Re</i> , L. R. 2 Q. B. 367; 36 L. J. Q. B. 97; 8 B. & S. 100; 15 L. T. 566; 15 W. R. 443	145
Horse Estate, Ltd. v. Steiger, &c., Ltd., (1899) 2 Q. B. 79; 68 L. J. Q. B. 743; 80 L. T. 857; 47 W. R. 644	566
Horton v. Penn, (1907) 1 K. B. 561; 76 L. J. K. B. 340; 96 L. T. 228; 71 J. P. 115; 23 T. L. R. 290	279
Horwood v. Miller's Timber & Trading Co., (1917) 1 K. B. 305... ..	38, 39
Hotchkys, <i>Re</i> , 32 Ch. D. 408; 55 L. J. Ch. 546; 55 L. T. 110; 34 W. R. 569	512
Howe v. Smith, 27 Ch. D. 89; 53 L. J. Ch. 1055; 50 L. T. 573; 32 W. R. 802	314
Howgate & Osborn, <i>Re</i> , (1902) 1 Ch. 451; 71 L. J. Ch. 279; 86 L. T. 180	154
Hughes v. Humphreys, 6 B. & C. 680	118
— v. Lenny, 5 M. & W. 193	4
Hull & Lady Meux, <i>Re</i> , (1905) 1 K. B. 588; 74 L. J. K. B. 252; 92 L. T. 74; 53 W. R. 389; 21 T. L. R. 220	624
Hummel v. Hummel, (1898) 1 Ch. 642; 67 L. J. Ch. 363	153
Humphreys v. Miller, (1917) 2 K. B. 122	546
Hutchinson v. McKinnon, (1916) App. Cas. 471	132
Hyam v. Rose, (1912) App. Cas. 623	576
Hyman v. Van Den Bergh, (1908) 1 Ch. 167; 77 L. J. Ch. 154; 98 L. T. 478	45

TABLE OF CASES.

xxxix

	PAGE
ILCHESTER (Earl of), <i>Ex p.</i> , 7 Ves. 348; 6 R. R. 138	71
Imperial Mercantile Credit Assn. v. Coleman, L. R. 6 H. L. 189; 42 L. J. Ch. 644; 29 L. T. 1; 21 W. R. 696	25
Ingram v. Ingram, 2 Atk. 88	56
I. R. Commrs. v. Glasgow & S. W. Rly. Co., 12 App. Cas. 315; 56 L. J. P. C. 82; 57 L. T. 570; 36 W. R. 241	422
Ives v. Brown, (1919) 2 Ch. 314	292
JACKSON, <i>Re</i> , (1907) 2 Ch. 354; 76 L. J. Ch. 553	268
— & Haden, <i>Re</i> , (1906) 1 Ch. 412; 75 L. J. Ch. 226; 94 L. T. 418; 54 W. R. 434	222, 223, 280
— v. Simons, (1923) 1 Ch. 373	572
Jacobs, <i>Re</i> , (1908) 2 Ch. 691	336
— v. Revell, (1900) 2 Ch. 858; 69 L. J. Ch. 879; 83 L. T. 629; 49 W. R. 109	222, 312
James v. Krauth, (1910) 26 T. L. R. 240	117
— v. Moolla & Co., (1916) App. Cas. 175	314
— v. Plant, 4 A. & E. 749	432
Jay, <i>Ex p.</i> , 14 Ch. D. 19; 42 L. T. 600; 28 W. R. 449	6, 14
Jenkins v. Price, (1908) 1 Ch. 10; 77 L. J. Ch. 41; 97 L. T. 734; 14 Manson, 343	560, 566
Johnson and Tustin, <i>Re</i> , 30 Ch. D. 42; 54 L. J. Ch. 889; 53 L. T. 281; 33 W. R. 737	214
— v. Helleby, 34 L. J. Ch. 179	329
— v. Rees, 84 L. J. K. B. 1276	53
Johnston v. Boyes, (1899) 2 Ch. 73; 68 L. J. Ch. 425; 80 L. T. 488; 47 W. R. 517	216
— v. Chestergate Hat Manufacturing Co., Ltd., (1915) 2 Ch. 338	18
Johnstone, <i>Re</i> , 105 L. T. 701	80
Joicey, <i>Re</i> , (1915) 2 Ch. 115	56
Joliffe v. Baker, 11 Q. B. D. 255; 52 L. J. Q. B. 609; 48 L. T. 966; 32 W. R. 59	312
Jolly v. Kine, (1907) A. C. 1; 76 L. J. Ch. 1; 95 L. T. 656	45
Jones v. Burnell, (1911) W. N. 153	226, 313
— v. Pritchard, (1908) 1 Ch. 630; 77 L. J. Ch. 405; 98 L. T. 386	432
— v. St. John's Coll., L. R. 6 Q. B. 115	12
Jordeson v. Sutton, &c. Gas Co., (1899) 2 Ch. 217; 68 L. J. Ch. 457; 80 L. T. 815	45
Jungheim, Hopkins & Co. v. Foukelmann, (1909) 2 K. B. 948	136
Jureidini v. National British, &c. Insurance Co., (1915) A. C. 499 ...	129
KECK v. Faber, 60 Sol. J. 253	314
Keen v. Keen, (1902) 1 K. B. 555	6
— v. Mear, (1920) 2 Ch. 579	227
Kemp v. Baerselman, (1906) 2 K. B. 604; 75 L. J. K. B. 873	472
— v. Rose, 1 Giff. 258	13
Kensington (Lord), <i>Re</i> , (1902) 1 Ch. 203; 71 L. J. Ch. 170; 85 L. T. 577; 50 W. R. 201	512
Kenworthy v. Bate, 6 Ves. 793; 6 R. R. 46	57
Kimber v. Barber, L. R. 8 Ch. 56; 27 L. T. 526; 21 W. R. 65	25
Kimberley v. Dick, L. R. 13 Eq. 1	13

	PAGE
Kirby <i>v.</i> Taylor, (1910) 1 K. B. 529; 79 L. J. K. B. 267; 102 L. T. 184	117
Kirk <i>v.</i> Cunningham, (1921) 3 K. B. 637; 90 L. J. K. B. 1345 ...	551
Knight & Tabernacle, &c. Building Soc., <i>Re</i> , (1892) 2 Q. B. 613	130
— <i>v.</i> City of London Brewery Co., (1912) 1 K. B. 10; 81 L. J. K. B. 194; 106 L. T. 564	557
— <i>v.</i> Clements, 3 Nev. & P. 375	154
Knowles & Sons, Ltd. <i>v.</i> Bolton Corpn., (1900) 2 Q. B. 253; 69 L. J. Q. B. 481; 82 L. T. 229; 48 W. R. 433	144
Knutsfords <i>v.</i> Tillmans & Co., (1908) App. Cas. 406; 77 L. J. K. B. 977	4
Kouski <i>v.</i> Peet, (1915) 1 Ch. 530	20, 38
Kursell <i>v.</i> Timber Operators, &c., (1923) 2 K. B. 202	129
LAMB, <i>Re</i> , 28 Ch. D. 77	77
— <i>v.</i> Brewster, 4 Q. B. D. 607; 48 L. J. Q. B. 421; 40 L. T. 537; 27 W. R. 478	551
Lander & Bagley, <i>Re</i> , (1892) 3 Ch. 41; 61 L. J. Ch. 707; 67 L. T. 521	555
Lane, <i>Re</i> , (1908) 2 Ch. 581; 77 L. J. Ch. 774; 99 L. T. 693	520
Laphorn <i>v.</i> St. Aubyn, 1 O. & E. 486	7
Lavalette <i>v.</i> Riches & Co., 24 T. L. R. 336; 52 Sol. J. 279	1
Law <i>v.</i> Redditch Local Board, (1892) 1 Q. B. 127; 61 L. J. Q. B. 172; 66 L. T. 76	6
Lawrie <i>v.</i> Lees, 14 Ch. D. 249; 7 App. Cas. 19; 51 L. J. Ch. 209; 46 L. T. 210; 30 W. R. 185	230
Lawson <i>v.</i> Wallasey Local Board, 52 L. J. Q. B. 302	7
Leadbetter <i>v.</i> Marylebone B. C., (1904) 2 K. B. 893; 73 L. J. K. B. 1013; 91 L. T. 639; 53 W. R. 118	131
Learoyd <i>v.</i> Brook, (1891) 1 Q. B. 431; 60 L. J. Q. B. 373; 64 L. T. 458; 39 W. R. 480	118
Leather Cloth Co. <i>v.</i> Lonsont, L. R. 9 Eq. 345; 39 L. J. Ch. 86; 21 L. T. 661; 18 W. R. 572	38
Lee <i>v.</i> Rayson, (1917) 1 Ch. 613	312
Leeds Institute, &c., <i>Re</i> , (1909) 1 Ch. 500; 78 L. J. Ch. 321; 100 L. T. 468	336
Lees, <i>Re</i> , (1896) 2 Ch. 508	77
Leetham & Sons, Ltd. <i>v.</i> Johnston-White, (1907) 1 Ch. 322; 76 L. J. Ch. 304; 96 L. T. 348; 14 Manson, 162	38
Lehmann & Walker, <i>Re</i> , (1906) 2 Ch. 640; 75 L. J. Ch. 768; 95 L. T. 259	214
Lemann, <i>Re</i> , 22 Ch. D. 633; 52 L. J. Ch. 560; 48 L. T. 389; 31 W. R. 520	75
Leng (Sir W. C.) & Co., Ltd. <i>v.</i> Andrews, (1909) 1 Ch. 763; 78 L. J. Ch. 80; 100 L. T. 7	39
Leon, <i>Re</i> , (1892) 1 Ch. 348	77
Leschallas <i>v.</i> Woolf, (1908) 1 Ch. 641	565, 577
Leslie, <i>Re</i> , (1911) 1 Ch. 611; 80 L. J. Ch. 486; 104 L. T. 563; 55 Sol. J. 384	79, 114
Levet <i>v.</i> Gas Light & Coke Co., (1919) 1 Ch. 24	45
Levi & Co., <i>Re</i> , (1919) 1 Ch. 416	470
Levy <i>v.</i> Walker, 10 Ch. D. 436; 48 L. J. Ch. 273; 39 L. T. 654; 27 W. R. 370	473
Lewals Settlement Trusts, <i>In re</i> , (1918) 2 Ch. 391	56, 153

	PAGE
Lewis v. Durnford, 24 T. L. R. 64	126
—— & Allenby v. Pegge, (1914) 1 Ch. 782; 83 L. J. Ch. 387; 110 L. T. 93; 58 Sol. J. 155	566
Leyland & Taylor, <i>Re</i> , (1900) 2 Ch. 625; 69 L. J. Ch. 764; 83 L. T. 380; 49 W. R. 17	220, 312
Llangattock (Lord) v. Watney, Combe, Reid & Co., Ltd., (1910) A. C. 394; 79 L. J. K. B. 559; 102 L. T. 548; 54 Sol. J. 456 ...	557
Llewellyn, <i>Re</i> , 37 Ch. D. 317; 57 L. J. Ch. 316; 58 L. T. 152; 36 W. R. 347	275
Locke, <i>Re</i> , (1911) 1 Ch. 611	77
London and County Bank v. Goddard, (1897) 1 Ch. 642; 66 L. J. Ch. 261	77
—— County Council v. Galsworthy, (1917) 1 K. B. 35 and 902 ...	12
—— v. Watney, Combe & Co., (1909) 1 K. B. 637; 78 L. J. K. B. 421; 100 L. T. 336	557
—— v. Wilson's Executors, (1916) 1 K. B. 837... ..	131
—— &c. Co. v. L. & N. W. Ry., (1893) 2 K. B. 49	567
—— United Tramways Co. Act, 1900, <i>Re</i> , (1906) 1 Ch. 534; 75 L. J. Ch. 223; 94 L. T. 608; 54 W. R. 328	336
Long Eaton Recreation Grounds Co. v. Midland Railway, (1902) 2 K. B. 574	142, 334
—— v. Gray, 58 Sol. J. 46	440
Longchamp d. Goodfellow v. Fish, 2 Bos. & P. N. R. 415	155
Lonsdale (Earl of) v. Lowther, (1900) 2 Ch. 687; 69 L. J. Ch. 686; 83 L. T. 312	57, 640
Lord & Fullerton, <i>Re</i> , (1896) 1 Ch. 228; 65 L. J. Ch. 184; 73 L. T. 689; 44 W. R. 195	510
Lovesey v. Palmer, (1916) 2 Ch. 233	227
Lowe v. Adams, (1901) 2 Ch. 598; 70 L. J. Ch. 783; 85 L. T. 195; 50 W. R. 37	682
Lucas v. Godwin, 3 Bing. N. S. 737	5
Ludlow (Lord) v. Pike, (1904) 1 K. B. 531; 73 L. J. K. B. 274; 90 L. T. 458; 52 W. R. 475	615
Luker v. Dennis, 7 Ch. D. 227; 47 L. J. Ch. 174; 37 L. T. 827; 26 W. R. 167	561
Lybbe v. Hart, 29 Ch. D. 8; 54 L. J. Ch. 860; 52 L. T. 634	624
MAAS v. Pepper, (1905) App. Cas. 102	53
McAdam, <i>In b.</i> , Indian L. R. 23 Calc. 187	169
McEllistram v. Ballymacelligott Co-operative, &c. Soc., (1919) App. Cas. 548	39
Mackenzie, <i>Re</i> , (1916) 1 Ch. 125; and (1917) 2 Ch. 58	57
Mackusick v. Carmichael, (1917) 2 K. B. 581	566
McManus v. Fortescue, (1907) 2 K. B. 1; 76 L. J. K. B. 393; 96 L. T. 444	216
Maddison v. Alderson, 8 App. Cas. 473; 52 L. J. Q. B. 737; 49 L. T. 303; 31 W. R. 820	1
—— v. Andrew, 1 Ves. Sen. 58	56
Magdalen Coll., Oxford, <i>Re</i> , (1901) 2 Ch. 786; 70 L. J. Ch. 821	336
Magnus v. Payne, (1914) 2 Ch. 555	233
Makin v. Watkins, L. R. 6 Ex. 25	547
Mallam v. Rose, (1915) 2 Ch. 222	45
Mallott v. Wilson, (1903) 2 Ch. 502	94

	PAGE
Malzy v. Eichholz, (1916) 2 K. B. 308	562
Manchester Bonded Warehouse Co., Ltd. v. Carr, 5 G. P. D. 507; 49 L. J. C. P. 809; 43 L. T. 476; 29 W. R. 354 ...	546, 567
———— Brewery Co. v. Coombs, (1901) 2 Ch. 608; 70 L. J. Ch. 814; 82 L. T. 347	561
———— Ship Canal v. S. Pearson & Son, (1900) 2 K. B. 606 ...	129
Markham v. Paget, (1908) 1 Ch. 697; 77 L. J. Ch. 451; 98 L. T. 605; 24 T. L. R. 426	562
Marsh & Earl Granville, <i>Re</i> , 24 Ch. D. 11; 53 L. J. Ch. 81; 48 L. T. 947; 31 W. R. 845	211, 213, 218, 273
———— v. Bulteel, 5 B. & Ad. 507	145
Marshall v. Berridge, 19 Ch. D. 233; 51 L. J. Ch. 329; 45 L. T. 599; 30 W. R. 93	553
Martin v. Price, (1894) 1 Ch. 276; 63 L. J. Ch. 209; 70 L. T. 202; 42 W. R. 262	45
Martyn, <i>Re</i> , 26 Ch. D. 745	77
———— v. Williams, 1 H. & N. 817	684
Massarene v. I. R. Commrs., (1900) 1 Ir. R. 138	74
Masters and G. W. Rly. Co., <i>Re</i> , (1901) 2 K. B. 84; 70 L. J. K. B. 516; 84 L. T. 515; 49 W. R. 499	642
May v. Platt, (1900) 1 Ch. 616; 69 L. J. Ch. 357; 83 L. T. 123; 48 W. R. 617	222
Mayson v. Clouet, (1924) App. Cas. 980	309
Measures Bros., Ltd. v. Measures, (1910) 2 Ch. 248	34
Meggesson v. Groves, (1917) 1 Ch. 158; 86 L. J. Ch. 145	622
Meller & Co. v. Holme, (1918) 2 K. B. 100	547
Mercer v. Liverpool, &c. Ry. Co., (1904) App. Cas. 461	150
Merrett v. Schuster, (1920) 2 Ch. 136	220, 223
Midland Counties District Bank v. Allwood, (1905) 1 Ch. 357	31
———— Rly. Co. v. Checkley, L. R. 4 Eq. 19	333
———— v. Robinson, 15 App. Cas. 19; 59 L. J. Ch. 442; 62 L. T. 194; 38 W. R. 577	333
Millard v. Balby, &c. U. D. C., (1905) 1 K. B. 60; 74 L. J. K. B. 45; 91 L. T. 730; 53 W. R. 165	217
Millbourn v. Lyons, (1914) 2 Ch. 231; 83 L. J. Ch. 260; 109 L. T. 797; 58 Sol. J. 578	233
Mills v. United Counties Bank, Ltd., (1912) 1 Ch. 231; 81 L. J. Ch. 210; 105 L. T. 762	410
Milner's Safe Co., Ltd. v. G. N. & City Rly. Co., (1907) 1 Ch. 208; 75 L. J. Ch. 807; 76 <i>ib.</i> 99; 95 L. T. 321	433
Mitchel v. Reynolds, 1 P. Wms. 181; 10 Mod. 27, 85, 130; Fort. 296; 1 Smith's L. C. 11th ed. 406	39
Molyneux v. Hawtrey, (1903) 2 K. B. 487; 72 L. J. K. B. 873; 89 L. T. 350; 52 W. R. 23	219, 231
Monro v. Bognor U. D. Council, (1915) 3 K. B. 167	129
———— Lord Bughclere, (1918) 1 K. B. 291	565
Moody & Yates, <i>Re</i> , 30 Ch. D. 344; 54 L. J. Ch. 886; 53 L. T. 845; 33 W. R. 785	214
Morgan v. Fear, (1907) A. C. 425; 76 L. J. Ch. 660; 97 L. T. 591 ...	45
———— v. Hatchell, 19 Beav. 86; 24 L. J. Ch. 135; 1 Jur. (N. S.) 125; 3 Eq. R. 121; 3 W. R. 126	71
Morley v. Cook, 2 Hare, 106; 12 L. J. Ch. 136; 7 Jur. 79; 62 R. R. 41.	223
Morphett, <i>Re</i> , 2 Dowl. & L. 967	145
Morris v. Saxelby, (1915) 2 Ch. 57; and (1916) 1 App. Cas. 688 ...	38
———— & Co. v. Ryle, 54 Sol. J. 748; 103 L. T. 545	38
Morton v. Palmer, 51 L. J. (Q. B. D.) 7	548

TABLE OF CASES.

xliii

	PAGE
Moufflet <i>v.</i> Cole, L. R. 8 Ex. 32; 42 L. J. Ex. 8; 27 L. T. 678; 21 W. R. 175	38
Mounsey <i>v.</i> Stephenson, 7 B. & C. 403	17
Moxon, <i>Re</i> , (1916) 2 Ch. 595	77
Muskett <i>v.</i> Hill, 5 Bing. N. C. 694	638
NELSON <i>v.</i> Nelson & Sons, Ltd., (1914) 2 K. B. 770; 83 L. J. K. B. 823	20
Nesbitt, <i>In the Goods of</i> , 4 Beng. L. R. App. 49	170
Ness <i>v.</i> Stephenson, 9 Q. B. D. 245	548
Newfoundland Govt. <i>v.</i> Newfoundland Rly. Co., 13 App. Cas. 199 ..	6
New Sharlston Collieries Co., Ltd. <i>v.</i> Westmorland (Earl of), (1904) 2 Ch. 443, note; 73 L. J. Ch. 338, note; 82 L. T. 725	280
Newman, <i>Re</i> , 4 Ch. D. 724; 46 L. J. Bk. 57; 35 L. T. 718; 25 W. R. 244	205
———, R. S., <i>Re</i> (Raphael's Claim), (1916) 2 Ch. 309	31
Nisbet & Potts, <i>Re</i> , (1906) 1 Ch. 386; 75 L. J. Ch. 238; 94 L. T. 297; 54 W. R. 286	211
Nordenfelt <i>v.</i> Maxim Nordenfelt, &c. Co., (1894) A. C. 535; 63 L. J. Ch. 908; 71 L. T. 489	38
North British Rly. Co. <i>v.</i> Budhill, &c. Co., (1910) A. C. 116; 79 L. J. P. C. 31; 101 L. T. 609; 54 Sol. J. 79	333
Norway <i>v.</i> Rowe, 19 Ves. 158	631
Nottingham, &c. Co. <i>v.</i> Butler, 16 Q. B. D. 778; 55 L. J. Q. B. 280; 54 L. T. 444; 34 W. R. 405	211, 220
Noyes <i>v.</i> Paterson, (1894) 3 Ch. 267; 63 L. J. Ch. 748; 8 R. 323; 71 L. T. 228; 43 W. R. 377	273
OCHS <i>v.</i> Ochs, (1909) 2 Ch. 121; 78 L. J. Ch. 555; 100 L. T. 880; 53 Sol. J. 542	129
Olympia Oil, &c. Co. <i>v.</i> McAndrew, (1918) 2 K. B. 771	130
PAGET, <i>Re</i> , (1898) 1 Ch. 290; 67 L. J. Ch. 151; 78 L. T. 72; 46 W. R. 328	57
Palethorpe <i>v.</i> Home Brewery Co., Ltd., (1906) 2 K. B. 5; 75 L. J. K. B. 555; 94 L. T. 871; 54 W. R. 489	560
Palmer & Hosken, <i>Re</i> , (1898) 1 Q. B. 131; 67 L. J. Q. B. 1; 77 L. T. 350; 46 W. R. 49	130
——— <i>v.</i> Johnson, 13 Q. B. D. 351; 53 L. J. Q. B. 348; 51 L. T. 211; 33 W. R. 36	312
Parker, Gains & Co. <i>v.</i> Turpin, (1918) 1 K. B. 358	129
Parker-Jervis, <i>Re</i> , (1898) 2 Ch. 643; 67 L. J. Ch. 682	60
Parry <i>v.</i> Liverpool Malt Co., (1900) 1 Q. B. 339; 69 L. J. Q. B. 161; 81 L. T. 621	129
Parsons <i>v.</i> Sexton, 4 O. B. 899	4
Patent Castings Syndicate <i>v.</i> Etherington, (1919) 1 Ch. 306; 2 Ch. 234	19
Patman <i>v.</i> Harland, 17 Ch. D. 353; 50 L. J. Ch. 642; 44 L. T. 728; 29 W. R. 707	315, 540
Paul <i>v.</i> Robson, 83 L. J. P. C. 304	45
Peace <i>v.</i> Brookes, (1895) 2 Q. B. 451; 64 L. J. Q. B. 747	153

	PAGE
Pease <i>v.</i> Courtney, (1904) 2 Ch. 503; 73 L. J. Ch. 760; 91 L. T. 341; 53 W. R. 75	589
Pemsel <i>v.</i> Tucker, (1907) 2 Ch. 191; 76 L. J. Ch. 621; 97 L. T. 86..	219
Phené, <i>Re</i> , L. R. 5 Ch. 139; 39 L. J. Ch. 316; 22 L. T. 111; 18 W. R. 303	268
Phillips <i>v.</i> Cayley, 43 Ch. D. 222; 59 L. J. Ch. 177; 62 L. T. 86; 38 W. R. 241	520
——— <i>v.</i> Henson, 3 C. P. D. 26; 47 L. J. O. P. 273	548
——— <i>v.</i> Phillips, 29 Ch. D. 673; 54 L. J. Ch. 943	573
Pickersgill <i>v.</i> Rodger, 5 Ch. D. 163	69
Plasterers' Co. <i>v.</i> Parish Clerks' Co., 6 Ex. 630; 20 L. J. Ex. 362; 15 Jur. 965; 17 L. T. (O. S.) 246; 86 R. R. 413	46
Pledge <i>v.</i> White, (1896) A. C. 187; 65 L. J. Ch. 449; 74 L. T. 323; 44 W. R. 589	409
Pollard <i>v.</i> Gare, (1901) 1 Ch. 834; 70 L. J. Ch. 404; 84 L. T. 352 ..	540
Pollock <i>v.</i> Rabbits, 21 Ch. D. 466; 47 L. T. 637; 31 W. R. 150 ...	293
Portalis <i>v.</i> Tetley, L. R. 5 Eq. 140	26, 30
Porter <i>v.</i> Tottenham U. D. C., (1915) 1 K. B. 776	4
Potter <i>v.</i> Duffield, L. R. 18 Eq. 4; 43 L. J. Ch. 472; 22 W. R. 585 ..	227
Poulett (Earl) <i>v.</i> Hood, L. R. 5 Eq. 115; 37 L. J. Ch. 224; 17 L. T. 486; 16 W. R. 323	287
Pountney <i>v.</i> Clayton, 11 Q. B. D. 820; 52 L. J. Q. B. 566; 49 L. T. 283; 31 W. R. 664	333
Powell <i>v.</i> Brodhurst, (1901) 2 Ch. 160; 70 L. J. Ch. 587; 84 L. T. 620; 49 W. R. 532	189
——— <i>v.</i> Evan Jones & Co., (1905) 1 K. B. 11; 74 L. J. K. B. 115; 92 L. T. 430; 53 W. R. 277	25
Prebble & Robinson, <i>Re</i> , (1892) 2 Q. B. 602; 67 L. T. 267; 41 W. R. 30; 57 J. P. 54	128
Price <i>v.</i> John, (1905) 1 Ch. 744; 74 L. J. Ch. 469; 92 L. T. 768; 53 W. R. 456	49
Printing, &c. Co. <i>v.</i> Linotype, Ltd., (1912) 1 Ch. 566	129
Procter <i>v.</i> Pugh, (1921) 2 Ch. 256	223
Produce Brokers Co. <i>v.</i> Olympia Oil, &c. Co., (1916) 1 App. Cas. 314.	132
Pryce-Jones <i>v.</i> Williams, (1902) 2 Ch. 517; 71 L. J. Ch. 762; 87 L. T. 260; 50 W. R. 586	222
Pryse, <i>In b.</i> , (1904) P. 301; 73 L. J. P. 84; 90 L. T. 747	456
Public Works Commrs. <i>v.</i> Hills, (1906) A. C. 368; 75 L. J. P. O. 69; 94 L. T. 833	205
Puckett & Smith, <i>Re</i> , (1902) 2 Ch. 258; 71 L. J. Ch. 666; 87 L. T. 189; 50 W. R. 532	222, 312
Purdie, <i>Re</i> , 48 Sol. J. 524	57
Pye <i>v.</i> British, &c. Syndicate, Ltd., (1906) 1 K. B. 425; 75 L. J. K. B. 270	204
QUINION <i>v.</i> Horne, (1906) 1 Ch. 596; 75 L. J. Ch. 593; 54 W. R. 344	223
R. <i>v.</i> Baptist Mills Co., 1 Man. & S. 612	631
—— <i>v.</i> Barton, &c. Rly. Co., (1912) 3 K. B. 72; 81 L. J. K. B. 964..	150
—— <i>v.</i> Smith, 8 Car. & P. 153	123
—— <i>v.</i> St. Austell, 5 B. & Al. 693	631
—— <i>v.</i> Thurlston, 1 E. & E. 502	682

	PAGE
Radcliff <i>v.</i> Hayes, (1907) 1 Ir. R. 101	682
Rainbow <i>v.</i> Howkins, (1904) 2 K. B. 322; 73 L. J. K. B. 641; 91 L. T. 149; 53 W. R. 46	216
Ramsden, W., & Co. <i>v.</i> Jacobs, (1922) 1 K. B. 640	131
Rangeley <i>v.</i> Midland Rly. Co., L. R. 3 Ch. 306	432
Ratcliff, <i>Re</i> , (1898) 2 Ch. 352; 67 L. J. Ch. 562; 78 L. T. 834 ...	80
Ray <i>v.</i> Hazeldine, (1904) 2 Ch. 17; 73 L. J. Ch. 537; 90 L. T. 703...	281
Rayner <i>v.</i> Preston, 18 Ch. D. 1; 50 L. J. Ch. 472; 44 L. T. 787; 29 W. R. 547	318
Redmond <i>v.</i> Dainton, (1920) 2 K. B. 256	567
Reeve <i>v.</i> Jennings, (1910) 2 K. B. 522; 79 L. J. K. B. 1137; 102 L. T. 831; 54 Sol. J. 653	1
Reid <i>v.</i> Bickerstaff, (1909) 2 Ch. 305; 78 L. J. Ch. 753; 100 L. T. 952	233, 440
— <i>v.</i> Burrows, (1892) 2 Ch. 413; 61 L. J. Ch. 448; 67 L. T. 183; 40 W. R. 620	126
Reigate <i>v.</i> Union Manufacturing Co., Ltd. (Ramsbottom), (1918) 1 K. B. 592	31
Renals <i>v.</i> Cowlishaw, 11 Ch. D. 866; 48 L. J. Ch. 830; 41 L. T. 116; 28 W. R. 9	292, 440
Renshaw <i>v.</i> Queen Anne, & Co., Ltd., (1897) 1 Q. B. 662; 66 L. J. Q. B. 496; 76 L. T. 611; 45 W. R. 487	129
Reversionary Interest Socy., Ltd. <i>v.</i> I. R. Commrs., 22 T. L. R. 740...	501
Richards <i>v.</i> May, 10 Q. B. D. 400; 52 L. J. Q. B. 272; 81 W. R. 708...	5
Richardson & Bradley & Co. <i>v.</i> Bernhard, (1925) 2 K. B. 121	121
— <i>v.</i> Colne Fishery Co., 77 L. T. 501	121
— <i>v.</i> Graham, (1908) 1 K. B. 39; 77 L. J. K. B. 27; 98 L. T. 360	45
Richardsons & Samuel & Co., <i>Re</i> , (1898) 1 Q. B. 261; 66 L. J. Q. B. 868; 77 L. T. 479; 8 Asp. M. C. 330	4
Rickard <i>v.</i> Graham, (1910) 1 Ch. 722	678
Riley to Streatfield, <i>Re</i> , 34 Ch. D. 386; 56 L. J. Ch. 442; 56 L. T. 48; 35 W. R. 470	218
Rivis <i>v.</i> Watson, 5 M. & W. 255; 9 L. J. Ex. 67; 52 R. R. 710	49
Roberts <i>v.</i> Enlayde, Ltd., (1924) 1 K. B. 335; 93 L. J. K. B. 593...	592
— <i>v.</i> Watkins, 14 O. B. (N. S.) 592	4
Robertson <i>v.</i> Willmott, 25 L. T. R. 681; 73 J. P. 631; (1909) W. N. 155; 53 Sol. J. 631	37, 126
Robins <i>v.</i> Goddard, (1905) 1 K. B. 294; 74 L. J. K. B. 167; 92 L. T. 10	7
Robinson & Co., Ltd. <i>v.</i> Heuer, (1898) 2 Ch. 451; 67 L. J. Ch. 644; 79 L. T. 281; 47 W. R. 34	38
Rochester (Bishop of) <i>v.</i> Le Fanu, (1906) 2 Ch. 513; 75 L. J. Ch. 743; 95 L. T. 602	377
Rogers, Eungblut & Co. <i>v.</i> Martin, (1911) 1 K. B. 19; 80 L. J. K. B. 208; 103 L. T. 527; 75 J. P. 10; 55 Sol. J. 29	53, 548
Rosenbaum <i>v.</i> Belson, (1900) 2 Ch. 267; 69 L. J. Ch. 569; 82 L. T. 658; 48 W. R. 522	227
Roundwood Colliery Co., <i>Re</i> , (1897) 1 Ch. 391	567
Rousillon <i>v.</i> Rousillon, 14 Ch. D. 351; 49 L. J. Ch. 338	38
Routledge <i>v.</i> Thornton, 4 Taunt. 704	145
Rubel Bronze & Metal Co., <i>In re, v.</i> Vos, (1918) 1 K. B. 315	20
Russian Commercial, &c. Bank <i>v.</i> Comptoir D'Escompte, &c., (1922) 38 T. L. R. 414	159
Ruston's Case, 1 Leach, Cr. O. 408	156
Ryall <i>v.</i> Kidwell, (1914) 3 K. B. 135; 83 L. J. K. B. 1140	546

	PAGE
ST. CATHERINE'S COLLEGE <i>v.</i> Greensmith, (1912) 2 Ch. 280	258
— <i>v.</i> Rosse, (1916) 1 Ch. 73	258
Saner <i>v.</i> Bilton, 7 Ch. D. 815; 48 L. J. Ch. 545	567
Sansom & Narbeth, <i>Re</i> , (1910) 1 Ch. 741; 79 L. J. Ch. 374; 102 L. T. 677; 54 Sol. J. 475	313
Saunders's Case, 5 Co. Rep. 12 a; 1 Brownl. 141; Cro. Eliz. 683 ...	631
Sayer, <i>Re</i> , L. R. 10 C. P. 569; 44 L. J. C. P. 307, n.; 32 L. T. 728 ...	125
Scholefield, <i>Re</i> , (1905) 2 Ch. 408; 74 L. J. Ch. 610	153
Scott & Alvarez, <i>Re</i> , (1895) 2 Ch. 603; 64 L. J. Ch. 821; 12 R. 474; 73 L. T. 43; 43 W. R. 694	314
Scrivener <i>v.</i> Pask, L. R. 1 C. P. 715	13
Sear <i>v.</i> House Property, &c. Socy., 16 Ch. D. 387; 50 L. J. Ch. 77; 43 L. T. 531; 29 W. R. 192	566
Selby <i>v.</i> Whitbread & Co., (1917) 1 K. B. 736	131, 132
Serff <i>v.</i> Acton Local Board, 31 Ch. D. 679; 55 L. J. Ch. 569	433
Serjeant <i>v.</i> Nash, (1903) 2 K. B. 304; 72 L. J. K. B. 630; 89 L. T. 112	566
Sewell <i>v.</i> Wright, 50 Sol. J. 223	126
Sharpe <i>v.</i> San Paulo Rly. Co., L. R. 8 Ch. 597	4, 7
Shaw, <i>Re</i> , (1914) W. N. 141; 110 L. T. 924; 58 Sol. J. 414	113
— <i>v.</i> Crompton, (1910) 2 K. B. 370; 80 L. J. K. B. 52; 103 L. T. 501	49
Shenstone & Co. <i>v.</i> Freeman, (1910) 2 K. B. 84; 79 L. J. Ch. 983... ..	53
Shepherd <i>v.</i> Croft, (1911) 1 Ch. 521; 80 L. J. Ch. 170; 103 L. T. 874	219, 222
Sherrard <i>v.</i> Gascoigne, (1900) 2 Q. B. 279; 69 L. J. Q. B. 720; 82 L. T. 850; 48 W. R. 557	683
Shortridge, <i>Re</i> , (1895) 1 Ch. 278; 64 L. J. Ch. 191; 12 R. 81; 71 L. T. 799; 43 W. R. 257; 60 J. P. 38; 11 T. L. R. 135	81
Shulter's Case, 12 Co. 90	155
Shuttleworth <i>v.</i> Clews, (1910) 1 Ch. 176; 79 L. J. Ch. 121; 101 L. T. 708	314
Sichel's Settlement, <i>In re</i> , (1916) 1 Ch. 358	75
Sidney <i>v.</i> N. Eastern Rly. Co., (1916) 2 K. B. 760	130
Simpson, <i>Re</i> , (1916) 1 Ch. 502	153
— & Moy, Ltd., <i>Re</i> , 23 Sol. J. 376	223
— <i>v.</i> Telwright, 2 Lutw. 1247	631
Sims <i>v.</i> Landray, (1894) 2 Ch. 318; 63 L. J. Ch. 535; 8 R. 582; 70 L. T. 530; 42 W. R. 621	226
Smith & Service, <i>Re</i> , 25 Q. B. D. 545; 59 L. J. Q. B. 533; 63 L. T. 475	128, 130
— <i>v.</i> Baxter, (1900) 2 Ch. 138; 69 L. J. Ch. 437; 82 L. T. 650; 48 W. R. 458	45
— <i>v.</i> Gold Coast, &c., Ltd., (1903) 1 K. B. 285, 538; 72 L. J. K. B. 235; 88 L. T. 202, 442; 51 W. R. 373	1
— <i>v.</i> Hancock, (1894) 2 Ch. 377; 63 L. J. Ch. 477; 7 R. 200; 70 L. T. 578; 42 W. R. 465; 59 J. P. 638	34, 473
— <i>v.</i> Marrable, 11 M. & W. 5; 2 Dowl. (N. S.) 810; Car. & M. 479; 12 L. J. Ex. 223; 7 Jur. 70; 63 R. R. 493	545
— <i>v.</i> Portsmouth Justices, (1906) 2 K. B. 229; 75 L. J. K. B. 851; 95 L. T. 5; 54 W. R. 598; 70 J. P. 497	562
— <i>v.</i> Wallace, (1895) 1 Ch. 385; 64 L. J. Ch. 240; 13 R. 201; 71 L. T. 814; 43 W. R. 539	223
Smyth, <i>Re</i> , (1918) 1 Ch. 118; 87 L. J. Ch. 40	268, 275

	PAGE
Somes, <i>Re</i> , (1896) 1 Ch. 250; 65 L. J. Ch. 262; 74 L. T. 40; 44 W. R. 236	70
Soper v. Arnold, 14 App. Cas. 429; 59 L. J. Ch. 214; 61 L. T. 702; 38 W. R. 449	226, 313
South Kensington Co-operative Stores, <i>Re</i> , 17 Ch. D. 161; 50 L. J. Ch. 446; 44 L. T. 471; 29 W. R. 662	377
Spanish Prospecting Co., <i>Re</i> , (1911) 1 Ch. 92; 80 L. J. Ch. 210; 103 L. T. 609; 18 Manson, 191; 55 Sol. J. 63; 27 T. L. R. 76	18
Sparrow & James, <i>Re</i> , (1910) 2 Ch. 60; 79 L. J. Ch. 491	313
Spicer v. Martin, 14 App. Cas. 12; 58 L. J. Ch. 309; 60 L. T. 546; 37 W. R. 689	440
Spillers & Baker, Ltd., <i>Re</i> , (1897) 1 Q. B. 312; 66 L. J. Q. B. 326; 76 L. T. 35; 45 W. R. 241	130
Spindler & Mear, <i>Re</i> , (1901) 1 Ch. 908; 70 L. J. Ch. 420; 84 L. T. 295; 49 W. R. 410	223
Stait v. Fenner, (1912) 2 Ch. 504; 81 L. J. Ch. 710; 107 L. T. 120; 56 Sol. J. 669	578
Standing v. Bowring, 31 Ch. D. 282; 55 L. J. Ch. 218; 54 L. T. 191; 34 W. R. 204	94
Stanley & Nuneaton Corporation, <i>Re</i> , 59 Sol. J. 104	137
Stannard v. Lee, 3 B. & S. 364	5
Stapilton v. Stapilton, Wh. & T. L. C.; 1 Atk. 7	49
Stebbing v. Liverpool & London, &c. Insurance Co., (1917) 2 K. B. 433	129
Steedman v. Drinkle, (1916) 1 App. Cas. 275	205
Steeds v. Steeds, 22 Q. B. D. 537; 58 L. J. Q. B. 302; 60 L. T. 318; 37 W. R. 378	189
Steel's Case, 1 Leach, Cr. C. 451	156
Stephens, <i>Re</i> , 36 Sol. J. 464	128, 137
— v. Harris, 57 L. J. Q. B. 203	4
Stephenson, <i>Re</i> , Robert & Co., Ltd., (1915) 1 Ch. 802	547
Stevens v. Guppy, 3 Russ. 171	256
Stickney v. Keeble, (1915) App. Cas. 386	217
Still v. Halford, 4 Camp. 17	145
Stock v. Meakin, (1900) 1 Ch. 683; 69 L. J. Ch. 401; 82 L. T. 248; 48 W. R. 420	217
Stoker & Mayor, &c. of Morpeth, (1915) 2 K. B. 511	131
Stone & Hastie, <i>Re</i> , (1903) 2 K. B. 463; 72 L. J. K. B. 846; 89 L. T. 353; 52 W. R. 130	131
Stonelake v. Babb, 1 Burr. 2675	20
Stranks v. St. John, L. R. 2 C. P. 376	553
Strickland v. Williams, (1899) 1 Q. B. 382; 68 L. J. K. B. 241; 80 L. T. 4	205
Stuart & Olivant, <i>Re</i> , (1896) 2 Ch. 328; 65 L. J. Ch. 576; 74 L. T. 450; 44 W. R. 610	214
Sturmey Motors, Ltd., <i>Re</i> , (1913) 1 Ch. 16; 82 L. J. Ch. 68; 107 L. T. 523; 27 Sol. J. 44	551
Suffell v. Bank of England, 9 Q. B. D. 555; 51 L. J. Q. B. 401	154
Sutherland & Co. v. Peters, Rushton & Co., (1919) 1 K. B. 491	130
Swansea Bank v. Thomas, 4 Ex. D. 94; 48 L. J. Ex. 344; 40 L. T. 558; 27 W. R. 491	377
Swinburne v. Andrews, (1923) 2 K. B. 483; 92 L. J. K. B. 889	626
Symington v. Caledonian Rly. Co., (1912) A. C. 87; 81 L. J. P. C. 155; 106 L. T. 193; 56 Sol. J. 87	333

	PAGE
TANQUERAY-WILLAUME & LANDAU, <i>Re</i> , 20 Ch. D. 465; 51 L. J. Ch. 434; 46 L. T. 542; 30 W. R. 801	222
Taunton, &c. Bldg. Society & Roberts, <i>Re</i> , (1912) 2 Ch. 381; 81 L. J. Ch. 690; 107 L. T. 378; 56 Sol. J. 688	231
Taylor v. Denny, (1912) App. Cas. 666	129
—— v. London County Bank, (1901) 2 Ch. 231	77
—— v. Moseley, 6 Car. & P. 273	154
Terry & White, <i>Re</i> , 32 Ch. D. 14; 55 L. J. Ch. 345; 54 L. T. 353; 34 W. R. 379	223, 231, 234, 312
Thakoor Kristo Surma Adhikaree v. Basoobel Gushamee, 12 W. R. 424	170
Thames Tunnel, &c. Act, 1900, <i>Re</i> , (1908) 1 Ch. 493; 77 L. J. Ch. 330; 98 L. T. 488	336
Tharp v. Tharp, (1916) 1 Ch. 142	56
Tharsis Sulphur & Copper Co. v. McElroy, 3 App. Cas. 1040	5
Thomas v. Hamlyn, (1917) 1 K. B. 527	19
Thompson, <i>Re</i> , (1905) 1 Ch. 229; 74 L. J. Ch. 133; 91 L. T. 835... ..	79
—— <i>Re</i> , (1906) 2 Ch. 199; 75 L. J. Ch. 599; 95 L. T. 97; 54 W. R. 613	56
—— v. Hickman, (1907) 1 Ch. 550; 76 L. J. Ch. 254; 96 L. T. 454	222
Thorne v. Cann, (1895) A. C. 11; 64 L. J. Ch. 1; 11 R. 67; 71 L. T. 852	412
Thorneloe v. Hill, (1894) 1 Ch. 569; 63 L. J. Ch. 331; 8 R. 718; 70 L. T. 124; 42 W. R. 397	329
Thorpe v. Brumfitt, L. R. 8 Ch. 650	432
Thursby, <i>Re</i> , (1910) 2 Ch. 181; 79 L. J. Ch. 538; 102 L. T. 838; 54 Sol. J. 581	57
Tod-Heatly v. Benham, 40 Ch. D. 80; 58 L. J. Ch. 83; 60 L. T. 241; 37 W. R. 38; 5 T. L. R. 9	240, 292
Todd, Birlestone & Co., &c., <i>Re</i> , (1903) 1 K. B. 603; 72 L. J. K. B. 337; 88 L. T. 366	333
Tolhurst v. Associated, &c. Ltd., (1903) A. C. 414; 27 L. J. K. B. 834; 89 L. T. 196; 52 W. R. 143; 19 T. L. R. 677	472
Tower's Contract, <i>Re</i> , (1924) W. N. 331	275
Townsend v. Jarman, (1900) 2 Ch. 698; 69 L. J. Ch. 823; 83 L. T. 366; 49 W. R. 158	473
Trego v. Hunt, (1893) A. C. 7; 65 L. J. Ch. 1; 73 L. T. 514; 44 W. R. 225	473
Treloar v. Bigge, L. R. 9 Ex. 151; 43 L. J. Ex. 95; 22 W. R. 843... ..	566
Trevor-Bayte, <i>Re</i> , (1912) 2 Ch. 339; 81 L. J. Ch. 646; 107 L. T. 12; 56 Sol. J. 615	506
Trowell v. Castle, 1 Keb. 22	154
Tubbs v. Wynne, (1897) 1 Q. B. 74; 66 L. J. Q. B. 116	217
Tuff v. Drapers' Guild, (1913) 1 K. B. 40; 82 L. J. K. B. 174; 107 L. T. 635; 57 Sol. J. 43	615
Turner v. M. Rly. Co., (1911) 1 K. B. 832; 80 L. J. K. B. 416; 104 L. T. 347	150
Turquand v. Board of Trade, 11 App. Cas. 286; 55 L. J. Q. B. 417; 55 L. T. 30	427
Tyssen, <i>Re</i> , (1894) 1 Ch. 56; 63 L. J. Ch. 114; 8 R. 22; 69 L. T. 689; 42 W. R. 172	57
UNDERWOOD v. Barker, (1899) 1 Ch. 300; 68 L. J. Ch. 201; 80 L. T. 306; 47 W. R. 347	38
—— v. Burrows, 7 C. & P. 26	546

TABLE OF CASES.

xlix

	PAGE
Unione Stearinerie Lanza & Weiner, (1917) 2 K. B. 558	128, 138
United Club & Hotel Co., <i>Re</i> , W. N. (1889) 67; 60 L. T. 665...	553, 564
United Kingdom, &c. Assn. v. Houston & Co., (1896) 1 Q. B. 567; 65 L. J. Q. B. 484	146
Upjohn v. Hitchens, (1918) 2 K. B. 48	571
Urch v. Walker, 3 Myl. & Cr. 702; 7 L. J. Ch. 292; 2 Jur. 487; 45 R. R. 360	94, 510
VANCOUVER v. Bliss, 11 Ves. 458	256
Varley v. Coppard, L. R. 7 O. P. 505; 26 L. T. 882; 20 W. R. 972..	566
Venner's Electrical, &c. Co. v. Thorpe, (1915) 2 Ch. 404	567
Vint v. Padgett, 2 De G. & J. 611	409
Voss & Saunders, <i>Re</i> , (1911) 1 Ch. 42; 80 L. J. Ch. 33; 103 L. T. 493; 55 Sol. J. 12	303
WAITE v. Jennings, (1906) 2 K. B. 11; 75 L. J. K. B. 542; 95 L. T. 1; 54 W. R. 511	566
Walker v. Hirsch, 27 Ch. D. 460; 54 L. J. Ch. 315; 51 L. T. 581; 32 W. R. 992	18, 30, 74
—— v. Hobbs, 23 Q. B. D. 458; 59 L. J. Q. B. 93; 61 L. T. 688; 38 W. R. 63; 54 J. P. 199; 5 T. L. R. 640	546
Wallis & Grout, <i>Re</i> , (1906) 2 Ch. 206; 75 L. J. Ch. 519; 94 L. T. 814; 54 W. R. 534	213, 218
Walmsley & Shaw's Contract, (1917) 1 Ch. 93	281
Walsh v. Lonsdale, 21 Ch. D. 9; 52 L. J. Ch. 2; 46 L. T. 858; 31 W. R. 109	552
Walter v. Everard, (1891) 2 Q. B. 369; 60 L. J. Q. B. 738; 65 L. T. 443; 39 W. R. 676	117, 119
Want v. Stallibrass, L. R. 8 Ex. 175; 42 L. J. Ex. 108; 29 L. T. 293; 21 W. R. 685	313
Waring v. Ward, 7 Ves. 332; 5 B. R. 130	410
Warren's Trusts, <i>Re</i> , 26 Ch. D. 208; 53 L. J. Ch. 787; 50 L. T. 454; 32 W. R. 641	56
Waterman v. Fryer, (1922) 1 K. B. 499	118, 124
Waugh, <i>Re</i> , 4 Ch. D. 524	6
Wauton v. Coppard, (1899) 1 Ch. 92; 68 L. J. Ch. 8; 79 L. T. 467; 47 W. R. 72; 43 Sol. J. 28	240
Webb v. Cross, (1912) 1 Ch. 323	84
Webster v. Bosanquet, (1912) A. C. 394; 81 L. J. P. O. 205; 106 L. T. 357	205
Weiner v. Harris, (1910) 1 K. B. 285; 79 L. J. K. B. 342; 101 L. T. 647; 54 Sol. J. 81	26
West v. Dobb, L. R. 5 Q. B. 460; 39 L. J. Q. B. 190; 23 L. T. 76; 18 W. R. 1167	566
—— v. Gwynne, (1911) 2 Ch. 1; 80 L. J. Ch. 578; 104 L. T. 759; 55 Sol. J. 519	476, 566
Weston & Thomas, <i>Re</i> , (1907) 1 Ch. 244; 76 L. J. Ch. 179; 96 L. T. 324	223
Westwick v. Theodor, L. R. 10 Q. B. 224; 44 L. J. Q. B. 110; 32 L. T. 696; 23 W. R. 620	124
Whalley, <i>Re</i> , (1906) 1 Ch. 565; 75 L. J. Ch. 328; 94 L. T. 423; 54 W. R. 349	65

	PAGE
Wheeldon v. Burrows, 12 Ch. D. 31; 48 L. J. Ch. 853; 41 L. T. 327; 28 W. R. 196	281
Wheeler & De Rochow, (1896) 1 Ch. 315	75
Whincup v. Hughes, L. R. 6 C. P. 78; 40 L. J. O. P. 104; 24 L. T. 74; 19 W. R. 439	124
White, <i>Re</i> , (1901) 1 Ch. 570; 70 L. J. Ch. 300	270
— v. Southend Hotel Co., (1897) 1 Ch. 767; 66 L. J. Ch. 387; 76 L. T. 273; 45 W. R. 434	561
Whiteley v. Delaney, (1914) A. O. 132; 83 L. J. Ch. 349; 110 L. T. 434; 58 Sol. J. 218	412
Whitmore-Searle v. Whitmore-Searle, (1907) 2 Ch. 332; 76 L. J. Ch. 576; 97 L. T. 160	515
Whitmores (Edenbridge), Ltd. v. Stanford, (1909) 1 Ch. 427; 78 L. J. Ch. 145	629
Whittemore v. Whittemore, L. R. 8 Eq. 603	312
Whitwood Chemical Co. v. Hardman, (1891) 2 Ch. 416; 60 L. J. Ch. 428; 64 L. T. 716; 39 W. R. 433	17
Wilkins (Fred) & Brothers v. Weaver, (1915) 2 Ch. 322	17
Wilkinson's Settlement, (1917) 1 Ch. 620	56
Willé v. St. John, (1910) 1 Ch. 325; 79 L. J. Ch. 239; 102 L. T. 383; 54 Sol. J. 269	233
Willet & Argenti, <i>Re</i> , 60 L. T. 735; 33 Sol. J. 359; (1889), W. N. 66	214
William, <i>Re</i> , (1917) 1 Ch. 7	157
—, Hollins & Co. v. Paget, (1917) 1 Ch. 187	19
Williams & Newcastle (Duchess of), <i>Re</i> , (1897) 2 Ch. 144; 66 L. J. Ch. 543; 76 L. T. 646; 45 W. R. 627	214
— v. FitzMaurice, 3 H. & N. 844	4
— v. Hathaway, 6 Ch. D. 544	293
— v. Lassell & Sharman, 22 T. L. R. 443	560
— v. Lewis, (1915) 3 K. B. 493; 85 L. J. K. B. 40	622
Williamson, <i>Ex p.</i> , 4 Ch. D. 581; 46 L. J. Ch. 624; 35 L. T. 695	127
— v. Farwell, 35 Ch. D. 128; 56 L. J. Ch. 645; 56 L. T. 824; 36 W. R. 37	56
— v. Hine, (1891) 1 Ch. 390	25
Willmott v. London, & Co., Ltd., (1910) 2 Ch. 525; 80 L. J. Ch. 1; 103 L. T. 447; 54 Sol. J. 873	577
Wilmer, <i>Re</i> , (1910) 2 Ch. 111; 79 L. J. Ch. 617; 102 L. T. 723; 54 Sol. J. 563	514
Wilson & Eastern Counties Navigation, & Co., <i>Re</i> , (1892) 1 Q. B. 81; 61 L. J. Q. B. 237; 65 L. T. 853	129
— v. Finch Hatton, 2 Ex. D. 336; 46 L. J. Ex. 489; 36 L. T. 473; 25 W. R. 537	545
— v. Harper, (1908) 2 Ch. 370; 77 L. J. Ch. 607; 99 L. T. 391	39
— v. Love, (1896) 1 Q. B. D. 626; 65 L. J. Q. B. 474	205
— v. Twamlev, (1904) 2 K. B. 99; 73 L. J. K. B. 703; 90 L. T. 751; 52 W. R. 529	560
Wimperis, <i>Re</i> , (1914) 1 Ch. 502; 83 L. J. Ch. 511; 110 L. T. 477; 58 Sol. J. 304	511
Witty v. Williams, 12 W. R. 755; 4 N. R. 138	551
Wood Green, & Co. Charity, <i>Re</i> , (1909) 1 Ch. 263; 78 L. J. Ch. 193; 100 L. T. 194	336
Woodhall v. Pearl Assurance Co., (1919) 1 K. B. 593	129
Woodward, <i>Re</i> , (1913) 1 Ch. 392; 82 L. J. Ch. 230; 108 L. T. 635; 57 Sol. J. 426	502



TABLE OF CASES.

li

	PAGE
Wootton <i>v.</i> Lichfield Brewery Co., (1915) 1 Ch. 44	560
Worley <i>v.</i> Frampton, 5 Hare, 560; 16 L. J. Ch. 102; 8 L. T. (O. S.) 292; 10 Jur. 1092; 71 R. R. 224	666
Wright <i>v.</i> I. R. Commrs., 11 Ex. 458; 25 L. J. Ex. 49	20
Wynn <i>v.</i> Williams, 5 Ves. 130	266
Wythes' S. E., <i>Re</i> , (1908) 1 Ch. 593; 77 L. J. Ch. 319; 98 L. T. 277. 319	
 YATES <i>v.</i> Mayor of Blackburn, 7 H. & N. 61	141
Yerbury <i>v.</i> Head, 2 Cox, 391	167
Young <i>v.</i> Kitchin, 3 Ex. Div. 127	6
 ZICK <i>v.</i> London United Tramways, Ltd., (1908) 2 K. B. 126	150

TABLE OF STATUTES.

	PAGE		PAGE
27 Hen. 8, c. 10 (Statute of Uses, 1535)	103	7 Will. 4 & 1 Vict. c. 26 (Wills Act, 1837),	
5 Eliz. c. 4 (Apprentices, 1562) ..	117	s. 9	153
12 Car. 2, c. 24, s. 8 (Guar- dians, 1660)	71	s. 10	56, 153
29 Car. 2, c. 3 (Statute of Frauds, 1676), s. 4 ...	227, 610	s. 21	154
1 Will. & Mary, c. 30, s. 4 (Royal Minerals)	627	1 & 2 Vict. c. 106 (Pluralities Act, 1838)	607, 675
5 & 6 Will. & Mary, c. 6, s. 2 (Minerals)	627	s. 59	678
14 Geo. 3, c. 48 (Life Assur- ance Act, 1774)	269	3 & 4 Vict. c. 92 (Non-Paro- chial Registers Act, 1840) ..	502
54 Geo. 3, c. 96 (Apprentices, 1814)	117	5 & 6 Vict. c. 108 (Ecclesiastical Leasing Act, 1842)	466
55 Geo. III. c. 134 (Minerals) ..	627	c. 108 (Ecclesiastical Leasing Act, 1842)	466
11 Geo. 4 & 1 Will. 4, c. 46 (Illusory Appointments Act, 1830)	56	6 & 7 Vict. c. 73, ss. 3—13 (Solicitors Act, 1843) ...	125, 127
1 & 2 Will. 4, c. 32, s. 3 (Game Act, 1831),		8 & 9 Vict. c. 18 (Lands C. C. Act, 1845) ...	142, 147, 150, 332, 336, 337, 345, 701
s. 2	73	ss. 10, 11	422
s. 3	673	s. 23	140
ss. 13—16	73	s. 25—37	141, 142
s. 36	73	s. 32	143
3 & 4 Will. 4, c. 71 (Prescrip- tion Act)	42	s. 33	152
c. 27 (Real Property Limita- tion Act, 1833), s. 42	266	s. 34	152
c. 74 (Fines and Recoveries Act, 1833),		s. 63	423
ss. 15—21	513	s. 68	142, 642
ss. 22—32	514	ss. 77—85	701, 703
s. 34	514	s. 80	336
ss. 40—49	513	s. 81	336
Succession Act X. of 1835 (India)	169	s. 82	336
s. 214	170	s. 128	143, 261, 336
5 & 6 Will. 4, c. 62 (Statutory Declarations, 1835) ..	186, 501, 502	c. 20 (Railway C. C. Act, 1845)	334
s. 15	165, 188	ss. 6, 16	423
s. 16	188	s. 8	333
6 & 7 Will. 4, c. 19 (Minerals) ..	627	s. 18	143
c. 83, s. 38 (Births & Deaths Registration Act, 1836)	502	ss. 68—76	334
		s. 77	424
		ss. 77—85	333, 701
		s. 126	142
		s. 133	143
		c. 118 (Inclosure Act, 1845),	
		s. 105	258
		17 & 18 Vict. c. 97, ss. 1—5, 8 (Inclosure Act, 1854)	49
		ss. 10—14	49

	PAGE		PAGE
21 & 22 Vict. c. 45, s. 5	627	43 & 44 Vict. c. 47 (Ground Game Act, 1880)	615, 683
c. 57 (Ecclesiastical Leasing Act, 1858),		s. 1	683
s. 1	466	Indian Probate & Administra- tion Act of 1881, s. 23	169
s. 2	466	44 & 45 Vict. c. 41 (Convey- ancing Act, 1881)	189
22 & 23 Vict. c. 35 (Law of Property Amendment Act, 1859),		s. 2	540
s. 1	686	s. 3	553
s. 12	56, 152	s. 4	353
23 & 24 Vict. c. 106 (Lands C. C. Acts (Amendment) Act, 1860)	332	s. 11	547
c. 127, ss. 2—6, 15, 32 (Solicitors Act, 1860)	125	s. 13	540
c. 145 (Lord Cranworth's Act, 1860)	404	s. 14	540, 599
29 & 30 Vict. c. 111, s. 9 (Eccle- siastical Commissioners Act, 1866)	466	s. 18	664
s. 3	466	s. 30	414
30 & 31 Vict. c. 144 (Policies of Assurance Act, 1867), s. 3.	479	s. 46	610
c. 48 (Sales of Land by Auction Act, 1867)	216	s. 47	157, 270
32 & 33 Vict. c. 18 (Lands C. O. Act, 1869)	332	s. 48	158
33 & 34 Vict. c. 35 (Apportion- ment Act, 1870)	206, 377	s. 55	541
34 & 35 Vict. c. 79 (Lodgers' Goods Protection Act, 1871)	548	s. 59	189
35 & 36 Vict. c. 77 (Metalli- ferous Mines Regulations Act, 1872)	627	s. 60	189
37 & 38 Vict. c. 37 (Powers of Appointment Act, 1874),		s. 61	189
s. 1	56	s. 62	432
c. 54, s. 6 (Rating Act, 1874)	683	c. 49 (Land Law (Ireland) Act, 1881), ss. 22, 23	2
c. 57, s. 1 (Real Property Limitation Act, 1874)	49	45 & 46 Vict. c. 38 (Settled Land Act, 1882)	107, 640
c. 78 (Vendor & Purchaser Act, 1874), s. 2	540, 553	s. 5	74
c. 88, s. 38 (Births & Deaths Registration Act, 1874)	502	s. 11	640
38 & 39 Vict. c. 55 (Public Health Act, 1875)	131, 355	s. 22	306
c. 87 (Land Transfer Act, 1875)	514	s. 30	542
40 & 41 Vict. c. 13, s. 13	71	s. 59	306, 347
c. 18 (Settled Estates Act, 1877)	542	s. 60	347, 401
c. 25 (Solicitors Act, 1877) ..	125	c. 39 (Conveyancing Act, 1882),	
c. 59 (Colonial Stock Act, 1877)	356	s. 8	158
41 & 42 Vict. c. 31 (Bills of Sale Act, 1878)	373, 600	s. 9	157
		c. 43 (Bills of Sale Act, 1882)	153, 600
		c. 61, s. 26 (Bills of Exchange Act, 1882), s. 26	26
		c. 75 (Married Women's Pro- perty Act, 1882)	359, 418
		s. 17	130
		46 & 47 Vict. c. 15 (Lands Clauses (Umpire) Act, 1883) 141, 323	
		49 & 50 Vict. c. 27 (Guardian- ship of Infants Act, 1886). 71	
		c. 54 (Extraordinary Tithe Redemption Act, 1886)	604
		51 Vict. c. 2, s. 2 (National Debt (Conversions Act, 1888)	67
		s. 2	67

TABLE OF STATUTES.

iv

	PAGE		PAGE
51 & 52 Vict. c. 20 (Glebe Lands Act, 1888)	466	54 & 55 Vict. c. 39 (Stamp Act, 1891)— <i>contd.</i>	
s. 5	466	s. 42	192
s. 11	466	ss. 54—61	338, 356, 357
c. 42 (Mortmain, &c. Act, 1888)	153	s. 56	391, 422, 437
c. 65 (Solicitors Act, 1888) ...	125	s. 57	408
52 Vict. c. 7, s. 6 (Customs, &c. Act, 1889), ss. 12—15	268	s. 58	370
52 & 53 Vict. c. 45 (Factors Act, 1889)	26, 30	s. 59	470
c. 49 (Arbitration Act, 1889) ..	128, 131	s. 60	205
s. 1	128, 144, 145	s. 62	55, 74, 356, 357, 358
s. 2	128	s. 73	525
s. 3	129	s. 75	538, 608
s. 4	129	s. 76	539, 626
s. 5	129	s. 77	539
s. 6	129	s. 78	74, 539
s. 7	130	ss. 80, 81	160
ss. 8—12	130	s. 86	192, 193
s. 9	144	s. 88	197
ss. 13—17	130	s. 117	221
s. 19	130	s. 118	479
s. 21	130	s. 122	357
Schedule	133, 136, 137, 143	Schedule	1, 56, 70, 72, 74, 117, 188, 193, 357, 408, 470, 478, 501, 525, 626, 687
c. 63 (Interpretation Act, 1889), s. 21	186, 501	c. 65, s. 27 (Lunacy Act, 1891)	82
53 Vict. c. 5 (Lunacy Act, 1890),		55 & 56 Vict. c. 13 (Conveyancing Act, 1892),	
s. 116	65, 419	s. 3	566
s. 117	419	s. 6	74
s. 120	419	c. 57 (Private Street Works Act, 1892)	217
s. 124	419	56 & 57 Vict. c. 53 (Trustee Act, 1893)	114
ss. 128, 129	65, 81	s. 12	115
ss. 135, 136	77, 81	s. 23	158
ss. 135—143	81	c. 71 (Sale of Goods Act, 1893)	247
Lunacy Rules, 1892, r. 126	419	57 & 58 Vict. c. 30 (Finance Act, 1894),	
53 & 54 Vict. c. 39 (Partnership Act, 1890), s. 2	18	s. 8	268
c. 69 (Settled Land Act, 1890)	107	s. 11	214, 267
s. 10	288, 544	s. 15	495
c. 70 (Housing of the Working Classes Act, 1890), s. 75... ..	546	s. 17	495
Victoria Statutes, 54 Vict. c. 1103, s. 196	167	s. 21	353
54 Vict. c. 8 (Tithe Act, 1891),		s. 24	91
s. 1	604, 615	ss. 27—31	495
54 & 55 Vict. c. 39 (Stamp Act, 1891)	1, 159, 186, 188, 190, 470, 530, 531, 537	c. 46 (Copyhold Act, 1894) ...	363, 494
s. 4	74, 90	c. 60, s. 105 (Merchant Shipping Act, 1894)	120
s. 23	192	s. 107	153
s. 25	117, 127	s. 108	117
ss. 26, 27	125	ss. 105—109	120
		s. 115	153
		s. 116	153

	PAGE		PAGE
57 & 58 Vict. c. 60 (Merchant Shipping Act, 1894)— <i>contd.</i>		7 Edw. 7— <i>contd.</i>	
s. 122	153	c. 29 (Patents & Designs Act, 1907)	709
s. 124	153	ss. 22, 71	709
c. cexiii. (London Building Act, 1894)	12, 131	8 Edw. 7, c. 28 (Agricultural Holdings Act, 1908)	131
58 & 59 Vict. c. 16 (Finance Act, 1895), s. 12	370, 426	c. 47, s. 1 (Lunacy Act, 1908).	65, 419
59 & 60 Vict. c. 14 (Short Titles Act, 1896)	501	c. 53 (Law of Distress Amendment Act, 1908)	548
c. 28 (Finance Act, 1896), ss. 17, 18	286	s. 8	548
c. 35 (Judicial Trustees Act, 1896, s. 3)	80	c. 69 (Companies (Consolidation) Act, 1908),	
60 & 61 Vict. c. 65 (Land Transfer Act, 1897)	79, 514, 706	s. 76	35
ss. 1, 5, 25	519	s. 78	158
61 & 62 Vict. c. 17 (Solicitors (Ireland) Act, 1898)	125	s. 151	420
c. 29, s. 12 (Locomotives Act, 1898)	8	s. 186	420
c. 48 (Benefices Act, 1898)	72, 321	9 Edw. 7, c. 44 (Housing Town Planning Act, 1909), ss. 14, 15	546
s. 1	481	10 Edw. 7, c. 8 (Finance (1909-10) Act, 1910)	557
62 & 63 Vict. c. 20 (Bodies Corporate (Joint Tenancy) Act, 1899)	79	s. 1	58
63 & 64 Vict. c. 7 (Finance Act, 1900), ss. 11-14	268, 451	s. 9	451
2 Edw. 7, c. 7, s. 9 (Finance Act, 1902)	74, 88	s. 19	218
3 Edw. 7, c. 39 (Housing of the Working Classes Act, 1903), s. 12	546	s. 20	539, 627, 663
c. 46, s. 7 (Revenue Act, 1903)	408	s. 21	539, 627
5 Edw. 7, c. 4 (Finance Act, 1905)	192	s. 22	539
6 Edw. 7, c. 20 (Revenue Act, 1906), s. 9	147	s. 23	539
c. 21 (Ground Game (Amendment) Act, 1906)	615, 683	s. 24	539
c. 55, s. 1 (Public Trustee Act, 1906)	113, 117	s. 54	268
s. 1	114	s. 58	268
s. 2	77, 80, 113	s. 59	58, 273
s. 4	79, 115, 116	s. 61	265, 268
s. 5	78, 88, 113, 114, 117	s. 73	356, 357
s. 6	80	s. 74	51, 55, 58, 74, 358, 513, 519, 705
7 Edw. 7, c. 13 (Finance Act, 1907),		s. 75	538
s. 6	501	10 Edw. 7 & 1 Geo. 5, c. 24 (Licensing (Consolidation) Act, 1910),	
s. 7	2	s. 20	562
s. 12	268	s. 21	557
c. 18 (Married Women's Property Act, 1907), s. 3	514	s. 72	562
c. 24 (Limited Partnerships Act, 1907), ss. 6, 7	586	1 & 2 Geo. 5, c. 2, s. 1 (Revenue Act, 1911), s. 15	268, 538
		c. 37 (Conveyancing Act, 1911),	
		s. 2	540
		s. 3	664
		c. 40, s. 1 (Lunacy Act, 1911)	81
		c. 48 (Finance Act, 1911),	
		s. 11	627
		s. 17	66, 67
		c. 50 (Coal Mines Act, 1911).	640

TABLE OF STATUTES.

lvii

	PAGE		PAGE
2 & 3 Geo. 5, c. 8, s. 2 (Finance Act, 1912),		12 & 13 Geo. 5, c. 16 (Law of Property Act, 1922)— <i>contd.</i>	
s. 9	268, 275	s. 142	494
s. 11	539	s. 143	495
3 & 4 Geo. 5, c. 28 (Mental Deficiency Act, 1913)	65	s. 188	494
4 & 5 Geo. 5, c. 10 (Finance Act, 1914), ss. 12—15	268	12th Schedule	344, 395, 494
c. 59 (Bankruptcy Act, 1914),		13th Schedule	498
s. 19	427	c. 51 (Allotments Act, 1922),	
s. 34	124, 125	s. 3	550
s. 35	567	c. 57 (Solicitors Act, 1922)...	125
s. 37	273, 427	13 & 14 Geo. 5, c. 9 (Agricultural Holdings Act, 1923)...	276, 603, 604
s. 38	427	ss. 1—8	604
s. 47	427	s. 1	624
ss. 48—69	427	s. 3	617, 621
s. 53	427	s. 9	604
s. 55	159	s. 10	604, 622
ss. 76—95	427	s. 11	278, 624, 684
s. 78	427	s. 12	131, 604, 619
s. 146	566	s. 14	606
s. 148	302	s. 16	131
4 Geo. 5, c. 76 (Death Duties (Killed in War) Act, 1914)	268	s. 17	131
5 & 6 Geo. 5, c. 89 (Finance Act (No. 2), 1915)	19	s. 25	604, 618
s. 46	268	s. 27	604, 618
7 & 8 Geo. 5, c. 31 (Finance Act, 1917), s. 30	160	s. 28	607
8 & 9 Geo. 5, c. 16 (Solicitors (Articled Clerks) Act, 1918)	125	s. 29	611, 620
c. 40 (Income Tax Act, 1918), Schedule A, rr. 1—3, 23 ..	551	s. 30	603, 605, 609, 622, 623, 624
9 & 10 Geo. 5, c. 27 (Solicitors (Articled Clerks) Act, 1919)	125	s. 31	623
10 & 11 Geo. 5, c. 18 (Finance Act, 1920), s. 36	74	s. 57	605, 673
c. 56 (Places of Worship (Enfranchisement) Act, 1920)	700, 702, 703	2nd Schedule	131
Schedule 1	703	c. 60 (Lunacy Act, 1922),	
c. 81 (Administration of Justice Act, 1920), s. 16...	129, 130, 132, 135	s. 1	66, 81
11 & 12 Geo. 5, c. 51 (Education Act, 1921),		15 Geo. 5, c. 5 (Law of Property (Amendment) Act, 1924)	212, 308, 343
s. 3	425	ss. 128—138	212
s. 18	425	s. 133	344
ss. 110—117	425	2nd Schedule	494
12 & 13 Geo. 5, c. 16 (Law of Property Act, 1922)	308, 343, 344, 363	12th Schedule	212
s. 138	494, 495	15 Geo. 5, c. 18 (Settled Land Act, 1925)	76, 86, 99, 104, 106, 107, 108, 110, 216, 224, 275, 280, 319, 321, 343, 345, 347, 350, 352, 353, 354, 388, 389, 390, 391, 394, 395, 396, 397, 400, 401, 403, 422, 449, 505, 507, 508, 509, 542, 579, 580, 581, 588, 631, 640, 641, 698
s. 139	366	s. 1	282, 346, 350, 354, 525, 542
		s. 2	215, 282
		s. 3	215
		ss. 4, 5	350
		s. 6	112, 350

	PAGE
15 Geo. 5, c. 18 (Settled Land Act, 1925)— <i>contd.</i>	
s. 8	112
s. 9	402
s. 10	393, 508, 528, 530
s. 13	215, 281, 325, 350, 354, 394, 400
s. 20	350
s. 21	354
s. 25	524
s. 26	346, 348, 398, 400
s. 27	346
s. 28	347, 419, 524
s. 29	153, 468, 469
s. 30	112, 319, 580
ss. 31, 32	107
s. 35	76, 104, 108, 109, 110, 113, 389, 394, 398
s. 36	76, 384
ss. 38—40	351, 432, 524, 529
ss. 38—72	542
s. 39	76, 391, 529
s. 40	524, 525
s. 41	542, 579, 590, 640
s. 42	543, 579, 580, 581, 590, 640, 687
s. 43	544, 579, 634
ss. 44—48	543, 579
s. 45	640
s. 46	640
s. 47	640, 642
s. 49	276, 439, 525
s. 50	280, 428, 430, 439, 524, 544, 640
s. 51	574
s. 52	544, 579, 687
s. 54	545
s. 55	545
s. 56	544
s. 57	545
s. 65	288, 319, 388, 503, 544, 579, 589
s. 66	275, 506
s. 67	325
s. 69	221, 524
s. 71	524
s. 72	350, 351, 355, 524
s. 73	402, 505, 524, 528, 529, 545
s. 75	389, 403, 507, 524, 580
s. 82	524
s. 90	524, 687
s. 91	107
s. 94	321
s. 101	505, 524, 525, 687
s. 102	542

	PAGE
15 Geo. 5, c. 18 (Settled Land Act, 1925)— <i>contd.</i>	
s. 104	509, 544
s. 106	328
s. 110	398, 525, 545
s. 113	321
s. 117	542, 545, 631, 642
s. 187	433
Schedule 1	693
Schedule 2	112, 580
Part 3	400
c. 19 (Trustee Act, 1925) ...	343
s. 4	116
s. 12	215, 280
s. 13	215
s. 14	385
s. 15	132
s. 18	90, 343, 386
s. 20	318
s. 25	712
s. 29	158
s. 32	64
s. 34	345
s. 35	86, 104, 108, 113, 398
ss. 36, 37	74, 75, 83, 84, 90, 96, 106, 691
s. 38	102
s. 39	88, 96
s. 40	77, 78, 84, 88, 90, 99, 116, 117
s. 41	77, 80
s. 43	106
s. 61	80
s. 64	106, 108
s. 68	99
c. 20 (Law of Property Act, 1925)	1, 189, 216, 221, 224, 298, 308, 343, 345, 353, 362, 363, 365, 366, 378, 379, 382, 383, 394, 395, 404, 412, 413, 416, 418, 462, 494, 539, 599, 667
s. 1	260, 269, 342, 345, 346, 432, 495
s. 2	224, 227, 282, 341, 352, 495
s. 4	342, 352
s. 5	270, 600
s. 7	346
s. 9	349
s. 16	273
s. 17	267, 273, 284
s. 19	346
s. 22	347, 419
s. 23	385
s. 26	506

	PAGE
15 Geo. 5, c. 20 (Law of Property Act, 1925)— <i>contd.</i>	
s. 27	347
s. 28 ...280, 347, 355, 428, 432	
s. 29	347
s. 31	698, 699
s. 34 ...345, 348, 354, & lxiii.	
s. 35	382, 384, 397
s. 36	345
s. 403, 17, 227, 524, 610	
s. 42	214, 222, 224,
269, 273, 282, 311,	
336, 354, 422, 524	
s. 43	224, 273
s. 44	211, 212, 240, 258,
313, 540, 553	
s. 45 ...211, 212, 213, 214, 218,	
225, 240, 270, 273, 285,	
295, 311, 315, 361, 362	
s. 47	241, 279
s. 48	289
s. 49	226, 232, 237, 313
s. 50	221, 282, 524
s. 51	346, 353, 359,
432, 524, 526, 529	
s. 52	346, 524
s. 56	545
s. 5786, 118, 353, 545	
s. 58	368
s. 59	526
s. 60	346, 360
ss. 62, 63	359, 540
s. 64 ...225, 362, 526, 530, 540	
s. 65319, 346, 392, 439	
ss. 67, 68	359, 541
s. 70	49, 535
s. 72	352, 354
s. 73	153, 154, 529
s. 74	153, 158
s. 75	153
s. 76 ...287, 351, 370, 378, 540	
s. 77 ...351, 368, 371, 373, 374	
s. 78	292, 352, 441,
445, 532, 552, 614	
s. 79	292, 352, 440, 441,
445, 541, 547, 552	
s. 80	42, 189, 292, 352
s. 81	189
s. 82	214, 352, 354
s. 85	349
s. 86	349, 406
s. 87	78, 349
s. 88	212, 349, 405
s. 89	269, 349, 407, 699
s. 90	269, 290
s. 92	428
s. 93	409

	PAGE
15 Geo. 5, c. 20 (Law of Property Act, 1925)— <i>contd.</i>	
s. 99	541, 664, 665, 667
s. 100	290
s. 101	428, 430
s. 104	269, 304, 349, 407
s. 107	405
s. 110	220
s. 111	189
s. 114	78
s. 115	288
s. 121	49, 60, 392,
393, 437, 534, 535	
s. 123	165, 610
ss. 123—129	290
s. 124	157, 158, 270
s. 125 ...158, 214, 273, 311, 336	
s. 126158, 159, 183, 270	
s. 127...157, 158, 165, 181, 270	
s. 128	158, 285
s. 129	159, 212, 362, 366
s. 130	325, 352
s. 131	346
s. 133	352, 513
s. 137	352
s. 138	221, 252, 363,
448, 450, 453, 494	
s. 139	365, 395, 495
s. 140	531, 540
s. 141	531, 540, 667, 670
s. 142	540, 547
s. 143	369, 686
s. 144	510, 566
s. 145	265
s. 146...540, 552, 566, 618, 636	
s. 147541, 566, 620, 622	
s. 149	266, 539, 542
s. 153	604
s. 155	70
s. 156	511
s. 159	85, 152
s. 162	535
s. 163	56
s. 167	418
s. 168	511
s. 173	273
s. 174	449
s. 167	49
s. 175	524
s. 184	268
s. 187	346, 348
s. 189	292, 352, 373
s. 191	439
s. 196	639, 651, 662
s. 198	362, 440
s. 199	237
s. 200	225, 237

	PAGE		PAGE
15 Geo. 5, c. 20 (Law of Property Act, 1925)— <i>contd.</i>		15 Geo. 5— <i>contd.</i>	
s. 201	321, 683	c. 22 (Land Charges Act, 1925).....	42, 300, 343, 356, 573
s. 204	341	s. 1	356
s. 205	158, 215, 268,	s. 2	354
	284, 345, 524, 539	s. 4	282, 355
Schedule 1.		s. 6	354
Part 1	346	s. 8	355
Part 2	270	s. 10	227, 235, 237, 267, 282,
Part 4	348, 378,		284, 292, 341, 355, 392,
	379, 381, 383		408, 495, 496, 573, 593
Part 7	349	s. 12	341
Part 8	346, 406	s. 13	237, 273, 292,
Schedule 2.			341, 573, 608
Parts 1—6	351, 359,	s. 14	218, 573
	360, 361, 390, 405.	s. 15	218, 355
	426, 527, 529, 536	c. 23 (Administration of	
Part 7	351	Estates Act, 1925)	343, 345
Part 9	407	s. 1	348, 532
Schedule 4	349	s. 2	290, 456
Schedule 5	692	s. 3	348, 414
Schedule 7	103	ss. 4, 5 and 6	511
Schedule 12	363, 365	s. 23	512
Schedule 15	265	s. 28	355
c. 21 (Land Registration Act,		s. 33	456
1925)	158, 165, 224, 297,	s. 36	99, 190, 348,
	302, 317, 343, 360,		456, 688, 691
	361, 485, 534, 712	s. 37	456
s. 2	297	s. 39	62
s. 3	300, 301	s. 41	91
s. 4	298	s. 42	99
s. 5	302	s. 43	689
s. 8	298, 303	s. 50	190
ss. 9—11	303	s. 53	348
s. 14	307	c. 24 (Universities and Col-	
s. 34	304	leges Estates Act, 1925)....	343
s. 38	153	(Schools Sites Act)	345
s. 41	689	c. 28 (Administration of	
s. 47	79	Justice Act, 1925),	
s. 50	235, 237, 301	Schedule	130
ss. 53—56	307, 309		
s. 60	263	PUBLIC TRUSTEE RULES, 1912,	
s. 70	301	r. 30	115
s. 73	267, 284	PAROCHIAL CHURCH COUNCILS	
s. 75	301	(POWERS) MEASURE, 1921,	
ss. 101—105	300	s. 6	72
s. 106	301	LAND TRANSFER RULES, 1925...	302,
s. 109	300	" 303, 304, 307, 309	
s. 110	298, 302	r. 82	153
s. 123	301, 303, 569		

LAND REGISTRATION RULES.

	PAGE		PAGE
rr. 25, 29	356	r. 114	488
r. 74	689	r. 118	491
r. 98	485, 486	r. 119	491
r. 99	486, 487	r. 121	490
r. 100	488	r. 122	491
r. 101	488	r. 135	492
rr. 109 & 115	489	r. 136	492, 493
rr. 109 & 116	489		

ADDENDA ET CORRIGENDA.

The Precedent given below was inadvertently omitted when the first part of Volume I. went to press.

CONVEYANCE *on SALE by ONE VENDOR to THREE (a) PERSONS*
who PURCHASE in EQUAL SHARES (b). VARIATIONS in
brackets where the SHARES of the PURCHASERS are
UNEQUAL.

THIS CONVEYANCE (c) is made the — day of — Parties.
BETWEEN [*vendor*], of, &c. (hereinafter called “the vendor”), of
the one part, and [*first purchaser*], of, &c., [*second purchaser*], of,
&c., and [*third purchaser*], of, &c. (hereinafter called “the pur-
chasers”), of the other part.

WHEREAS the vendor is seised of the hereditaments hereinafter Recitals ;
described in fee simple in possession free from incumbrances. of seisin ;
AND WHEREAS the vendor has agreed to sell the said heredita- of contract
ments to the purchasers at the price of £——. NOW THESE for sale.
PRESENTS WITNESS that, in pursuance of the said agree- Testatum.
ment, and in consideration of the sum of £—— paid to the vendor
on or before the execution of these presents as to one-third [the
sum of £——] part thereof by the said [*first purchaser*], and as to
one-third [the sum of £——] part thereof by the said [*second*
purchaser], and as to one-third [the sum of £——] part thereof by
the said [*third purchaser*], the receipt of which sum of £—— the Conveyance.
vendor hereby acknowledges, the vendor, as beneficial owner,

(a) This form can be adapted easily to cases where there are two or four purchasers. No conveyance can be made to more than four persons. If there are more than four purchasers the conveyance will be to four only in trust for them all. In that case all the purchasers will be parties of the second part, and those four to whom the conveyance is made will be parties of the third part.

(b) See L. P. A. 1925, s. 34.

(c) Stamp *ad valorem* on the purchase price.

hereby grants to the purchasers ALL [*set out parcels*], To HOLD (*d*) unto the purchasers in fee simple upon trust to sell the same and to hold the proceeds of the sale thereof and the rents and profits thereof until sale upon trust for the purchasers in equal shares [in shares corresponding with the shares in which the purchase-money hereinbefore is expressed to have been paid by them respectively].

[*Add acknowledgment of right to production of deeds if required.*]

[*Add certificate as to value if appropriate.*]

IN WITNESS, &c.

(*d*) If it is preferred the following may be substituted:—

“To HOLD unto the purchasers in fee simple in equal undivided shares [in undivided shares similar to [corresponding with] the shares in which the purchase price hereinbefore is expressed to have been paid by them respectively] to the intent that these presents may operate as provided by sub-sect. 2 of sect. 34 of the Law of Property Act, 1925.

CORRIGENDA.

Vol. I., p. 81, line 17.—For “enabling, hereby appoints,” *read* “enabling, the said [*donee of power*] hereby appoints.”

Vol. I., p. 109, note (*f*), 2nd line.—For “This declaration must,” *read* “A memorandum of this declaration must.”

Page 157, Powers of Attorney, commence 2nd paragraph.—“A special power of delegation is given by sect. 25 of the Trustee Act, 1925, except under this section,” and continue paragraph as originally written. (See also Precedent XVI., p. 712.)

DECLARATIONS (STATUTORY) (a).

PRECEDENTS.

I. STATUTORY DECLARATION *as to* IDENTITY, *and uninterrupted* POSSESSION of LAND (b).I. AS TO
IDENTITY.

I (c), [*declarant*], of —, in the county of —, a partner in the firm of — & Co., surveyors and land agents, of, &c., do solemnly and sincerely declare as follows:—

1. I am — years of age, and for the last — years have resided in the neighbourhood of —, and for — years and upwards have [acted as agent to and] been intimately acquainted with the X. estate situate in the several parishes of — and —, in the county of — aforesaid, a portion whereof comprising several pieces or parcels of land, &c., delineated in the plan now shown to me marked A., and therein coloured [pink], has lately been agreed to be sold to [*purchaser*], of, &c., by [*vendor*], of, &c.

2. The said X. estate was by a deed dated, &c., and made, &c., conveyed to the said [*vendor*], and is in the said deed described by reference to a schedule, the particulars of which said schedule I have carefully read before making this declaration.

(a) See Statutory Declarations Act, 1835; Interpretation Act, 1889, s. 21 (meaning of "Statutory Declaration"); and Short Titles Act, 1896, First Schedule.

(b) Where the evidence as to identity is insufficient, it is usual to stipulate in the contract or conditions of sale that the purchaser shall accept the statutory declaration of some person acquainted with the facts, that the property has been held by its present description for a number of years, and explaining any apparent discrepancies in the description of the parcels in the abstract or other documents. And recourse is often had to such declarations as evidence on other matters on which the title depends, where it is impossible or difficult to obtain evidence of a more strict character. See *sub tit.* "Conditions of Sale," *ante*, p. 274.

(c) Stamp. 2s. 6d.: see first schedule to the Stamp Act, 1891 (Affidavit and Statutory Declaration), amended by Finance Act, 1907, s. 6. As to stamp where more than one declarant join in one declaration, see *Reversionary Interest Society v. I. R. Commrs.*, 22 T. L. R. 740.

I. AS TO
IDENTITY.

3. The said pieces or parcels of land delineated in the said plan marked A., and therein coloured [pink], are described in the schedule to the said deed as follows:—[*description*].

4. I have no doubt that the said plan and schedule correctly describe and show the said pieces of land so contracted to be sold and the said X. estate respectively, and I say that the plots numbered — and —, and coloured [pink] on the said plan, now form, and always, to the best of my knowledge, recollection, and belief, have formed part of the said X. estate, and have always been cultivated and enjoyed as part of the same estate.

5. During the time I have been acquainted with the said X. estate, the said pieces or parcels of land so contracted to be sold have been in the possession of A. B., C. D., and E. F. successively, of the said A. B. from the year — to the year —, of the said C. D. from the year — to the year —, and of the said E. F. from the year — to the year —.

AND I make this declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act, 1835.

II. STATUTORY DECLARATION *as to* PEDIGREE *and*
OTHER MATTERS *affecting* LAND CONTRACTED *to be*
SOLD (*d*).

Declaration. I (*e*) [*declarant*], of [X.], in the county of [Y.], hereby solemnly and sincerely declare as follows:—

1. I was, in the year 18—, married to [A. B.], late of [X.], aforesaid, and I am the person of the name mentioned in the certificate of marriage now produced to me and shown to me and

(*d*) In matters of descent, a statutory declaration is not generally admissible in Court unless the declarant is dead and the declaration is made against his interest, or the declarant is a member of the family. It is desirable, therefore, that the declaration should show the relationship of the declarant to the family. As to declarations as to pedigree being made by a member of the family, see Taylor on Evidence, 11th ed., pp. 437 *et seq.* The Births and Deaths Registration Act, 1836 (6 & 7 Will. 4, c. 86) came into operation on July 1st, 1837. See also the Act of 1874, s. 28; the Non-Parochial Registers Act, 1840; and *Re Woodward*, [1913] 1 Ch. 392. A certificate of birth is evidence of the date of birth: *Re Goodrich, Payne v. Bennett*, [1904] P. 138.

(*e*) Stamp, 2s. 6d.

marked with the letter A (f). The said [A. B.] died on the —— day of ——, 18— [19—].

2. I was well acquainted with [C. B.] and [D. B.], his wife, who many years since resided at [Z.], in the county of [Y.] aforesaid; AND, as I am informed and believe, they were married in the parish church of [W.], in the city of [V.], on the —— day of ——, 18— [19—], the said [C. B.] and [D. B.] are the persons respectively mentioned in the certificate of marriage now produced to me and shown to me and marked with the letter B.

3. The said [C. B.] died and was buried at [Z.], aforesaid, in or about the year 18— or [19—], leaving the said [D. B.], his widow, and three children, him surviving, namely, two sons [E. B.] and [F. B.], and one daughter [G.], the wife of [H. C.].

4. I well knew the said [E. B.], and I was present at his marriage, at [U.], in the year 18— [19—], with [I. D.], who died shortly after the said marriage without issue; AND I am informed and believe that the said [E. B.] never married again, but died in the year 18— [19—], without issue. The said [E. B.] is the person of that name mentioned in the three several certificates of baptism, marriage, and death now respectively produced to me and shown to me and marked with the letters C, D, and E respectively.

5. I well knew the said [F. B.], and I am informed and believe that he married [J. E.] at [T.], in the year 18— [19—]; that he had a daughter [K.], who was his only child, and who died in his lifetime, and that he died on the —— day of ——, 18— [19—]. He is the person of that name mentioned in the three several certificates of birth, marriage, and death respectively now produced to me and shown to me and marked with the letters F, G, and H respectively. The said [K. B.] is the person of that name mentioned in the two several certificates of birth and death respectively now produced to me and shown to me and marked with the letters I and K respectively. The said [J. B.], widow of the said [F. B.], is still living, and resides at [S.].

6. I have been informed and believe that the said [G. C.], formerly [G. B.], married the said [H. C.] at [S.], in the year 18— [19—], and that they had two children only, namely, one son

(f) Where a declaration is made by a wife as to her husband's family, her relationship must be proved.

II. AS TO
PEDIGREE,
ETC.

[L. C.], and one daughter [M. C.]. The said [G. C.] died on the — day of —, 19—, and is the person of that name mentioned in the three certificates of birth, marriage, and death respectively now produced and shown to me and marked with the letters L, M, and N respectively.

7. I have been informed and believe that the said [L. C.] sailed in the month of January, 18—, in the ship —, bound from Bristol to New Zealand: [that the said ship has never since been heard of], and that no letters or tidings have since been received from or with regard to him by any of his family, and I verily believe him to be dead, and that he died a bachelor and intestate. The said [L. C.] is the person of that name mentioned in the certificate of birth now produced and shown to me and marked with the letter O.

8. The said [M. C.] attained the age of twenty-one years on the — day of —, 19—, and has never been married, and I verily believe that the said [M. C.] is the niece and sole remaining statutory next of kin of the said [E. B.]. She is the person of that name mentioned in the certificate of birth now produced and shown to me, marked with the letter P.

AND I make this declaration, &c.

STATUTORY DECLARATION *to accompany* POWER of
ATTORNEY *for use* ABROAD, *see* ATTORNEY, POWERS of,
Precedent XII., p. 186.

DIRECTIONS AND CONSENTS.

PRECEDENTS.

I. DIRECTION *or* CONSENT *as to* INVESTMENT of TRUST FUNDS.

TO [*trustee*], of, &c., and [*trustee*], of, &c., the trustees of a deed of settlement, dated, &c., and made on the occasion of our marriage.

WE, the undersigned, hereby direct you to invest [*or*, consent to your investing] the sum of £—, now in your hands, as trustees of the said settlement, upon mortgage of freehold hereditaments,

belonging to [*intended mortgagor*], and situate at —, in the county of —, and containing by admeasurement — acres or thereabouts [*or, in the purchase of £— Stock*].

I. AS TO
INVESTMENT
OF TRUST
FUNDS.

AS WITNESS, &c.

[*Signatures of Husband and Wife.*]

II. DIRECTION *by* TENANT *for* LIFE *as to* INVESTMENT
of CAPITAL MONEYS (g).

TO [*trustee*], of, &c., and [*trustee*], of, &c., the trustees of the settlement created by the will, dated, &c., of [*testator*], late of, &c., who died on the — day of —.

I [*tenant for life*], of, &c., by virtue of the powers vested in me by the Settled Land Act, 1925, as tenant for life, in possession of the — estate, devised and settled by the said will, do hereby direct you to invest the sum of £— [*or, capital moneys*], now in your hands, as such trustees as aforesaid, in the purchase of, &c. [*state proposed investment, and if of land, add “and in the payment of Messrs. — bill of costs in respect of the said purchase, and of the fees of Mr. — for his report and valuation of the property”*].

AS WITNESS, &c.

[*Signature of Tenant for Life.*]

III. DIRECTION *to* VARY INVESTMENT.

TO [*trustee*], of, &c., and [*trustee*], of, &c., the trustees of a deed of settlement, dated, &c., being the settlement made on the occasion of my marriage with my late husband [*husband*], of, &c., deceased.

I [*widow*], of, &c., widow of the said [*husband*], who died on the — day of —, 19—, hereby request and direct you to sell out the sum of [£— £2½ per cent. Consolidated Stock] now standing in your names as trustees of the said settlement, and to invest the proceeds of such sale (after paying thereout the costs of such sales and re-investment), in the purchase of, &c. [*state proposed investment*]; [AND if by reason of the market, or any other circumstances, it shall appear to you inexpedient to invest the said

(g) See S. L. A. 1925, s. 73, for authorised investments, and sect. 101 as to serving notices on the trustees and the solicitor (if any) to the trustees.

III. TO VARY
INVESTMENTS.

proceeds of sale as hereinbefore mentioned, then I request and direct you to invest the said proceeds of sale in the purchase of — or in any other one or more of such stocks, funds, shares, or securities as are authorised by the said settlement for the investment of the trust funds for the time being, subject to the trusts and provisions thereof.]

AS WITNESS, &c.

[*Signature of Widow.*]

IV. CONSENT *by* TRUSTEES *to* TENANT *for* LIFE CUTTING
and SELLING TIMBER (*h*).

TO [*tenant for life*].

WE, as trustees of the will of —, deceased [*or*, “under a deed of settlement, dated, &c.”], do hereby give our consent for you, as tenant for life of the said will [*or*, “settlement”], to cut and sell such of the timber as is ripe and fit for cutting on such ^{portions of} _{pieces or parcels of lands on} the — estate as are described in the schedule hereto. [PROVIDED that three-fourths of the net proceeds of such sale are to be paid to us to be applied as capital money.]

Dated, &c.

[*Short schedule of parcels.*]

[*Signature of Trustees.*]

V. CONSENT *to* TRUSTEES *selling* LAND (*i*).

TO [*trustee*], of, &c., and [*trustee*], of, &c., the trustees of a deed of settlement, dated, &c., and made, &c.

I [*consenting party*], consent to your selling, either by auction or private contract, as a whole or in parts, the freehold property known as the — estate, being [part of] the property now subject to the trusts of the said settlement [and I undertake to concur in any assurance to a purchaser of the whole or any part thereof.]

[*Signature of directing party.*]

(*h*) See S. L. A. 1925, s. 66. As to what is “timber,” see *Honywood v. Honwood*, 18 Eq. pp. 306, 308; *Dashwood v. Magniac*, [1891] 3 Ch. 306; *Re Trevor-Batye*, [1912] 2 Ch. 339. The proviso at the end of this form is inserted to draw the tenant for life’s attention to sub-sect. (2).

(*i*) See L. P. A. 1925, s. 26. If more than two persons are by the deed necessary consenting parties, the consent of two of them will suffice.

VI. CONSENT of TENANT *for LIFE* to ALTERATION of INVESTMENT of CAPITAL MONEYS by CALLING in a MORTGAGE (k).

VI. CONSENT
OF TENANT
FOR LIFE TO
ALTERATION
OF INVEST-
MENTS, ETC.

TO [trustee], of —, and [trustee], of —, the trustees of a settlement created by a deed dated, &c., and made between, &c.

I [tenant for life], of, &c., by virtue of the powers vested in me by the Settled Land Act, 1925, as tenant for life in possession of the lands and hereditaments comprised in and settled by the said indenture of settlement, and vested in me by a vesting deed dated, &c., hereby consent to the following alteration of the investment of part of the capital moneys arising under the said Acts, and subject to the limitations and trusts of the same indenture, that is to say: that you shall and may, as soon as conveniently may be, call in the sum of £—— (part of such capital moneys as aforesaid), now secured upon mortgage of certain lands and hereditaments at —, in the county of —, belonging to Mr. —, and invest the same (after paying all costs of such calling in and re-investment), in the purchase of, &c. [state proposed investment].

AS WITNESS, &c.

[Signature of Tenant for Life.]

VII. DIRECTION by TENANT *for LIFE* for PURCHASE of LANDS to be SETTLED, and APPLICATION of CAPITAL MONEYS in PAYMENT of PURCHASE-MONEY.

TO [trustee], of, &c., and [trustee], of, &c., the trustees of the settlement created by, &c.

WHEREAS it has been recently agreed between [vendor], of, &c., and yourselves, at my request (as I hereby acknowledge), that you shall purchase from him, in fee simple, and free from incumbrances, all and singular the farm-house, farm cottages, closes of land and hereditaments situate, &c., and known as the — Farm, and containing by admeasurement — acres or thereabouts, for the sum of £——; AND WHEREAS the title of the said

(k) The consent of the tenant for life is required to any alterations of investments by the trustees: see S. L. A. 1925, s. 75.

VII. DIREC-
TION BY
TENANT FOR
LIFE FOR
PURCHASE OF
LANDS, ETC.

[*vendor*] has been investigated and found to be satisfactory: Now I [*tenant for life*], of, &c., DO HEREBY, by virtue of the powers vested in me by the Settled Land Act, 1925, as tenant for life of the lands comprised in and settled by the said settlement, direct and authorise you to complete the purchase of the said premises, and to accept a proper conveyance thereof from the said [*vendor*] and all other necessary parties (if any) vesting the property in me as such tenant for life (*l*); AND further to sell out a competent part of the sum of £—— 2½%. per cent. Consolidated Stock, now standing in your names as trustees of the said settlement, and representing capital moneys arising under the said Act, and to apply the net proceeds of such sale in payment of the said purchase-money or sum of £—— to the said [*vendor*] or other the person or persons entitled thereto, upon the execution by him or them on the —— day of —— next, or such later day as may be appointed for the completion of the said purchase, of such conveyance of the premises as afore-said, and in payment of the costs and expenses of and incident to such purchase.

AS WITNESS, &c.

[*Signature of Tenant for Life.*]

VIII. CONSENT *by* TRUSTEES *of a* SETTLEMENT *to* SALE
by TENANT *for* LIFE *of the* PRINCIPAL MANSION
HOUSE, &c. (*m*).

TO [*tenant for life*], of, &c., the tenant for life, in possession of the —— Estate, under a settlement created by an indenture of settlement, dated, &c., and made between [*parties*].

WE, the undersigned, the trustees of the above-mentioned settlement, do hereby, pursuant to the Settled Land Act, 1925, consent to your selling [*or, leasing for a term not exceeding —— years*] the mansion house called —— Hall, in the county of ——, and the demesne and other lands hitherto held therewith,

(*l*) See S. L. A. 1925, s. 10. This conveyance will become a subsidiary vesting deed if there is other land; if no land it will become a principal vesting deed.

(*m*) See S. L. A. 1925, s. 65. As to what is a principal mansion house, see sect. 65 (2).

and particularly described in the schedule hereunder written, or any part or parts thereof in such manner and subject to such conditions, provisions and terms as you may think fit and proper, and we undertake to sign and execute such deeds and documents as may be deemed necessary for effectuating such sale [*lease*] and testifying our consent thereto.

VIII. CONSENT
BY TRUSTEES
TO SALE OF
MANSION
HOUSE, ETC.

AS WITNESS, &c.

[*Signature of Trustees.*]

SCHEDULE.

IX. NOTICE *under sect. 104 (4) of the Settled Land Act, 1925, to a MORTGAGEE of LIFE ESTATE to INVESTMENT of PROCEEDS of SALE arising from PROCEEDS of SALE of LAND charged by TENANT for LIFE of his INTENTION to SELL.*

TO [*mortgagee*].

I [*tenant for life*], as tenant for life under the will of [*testator*], or, a deed of settlement dated, &c., by virtue of the above-mentioned will [*settlement*], do hereby give you notice of my intention to sell the hereditaments mentioned in the schedule hereto, under the powers vested in me by the Settled Land Act, 1925, for the sum of £—— to be paid to the trustees of the said will [*indenture of settlement*].

Dated, &c.

SCHEDULE.

AS WITNESS.

[*Signature.*]

X. DIRECTION *or* CONSENT *for the* ADVANCEMENT *of a* CHILD (*n*).

TO [*trustee*], of, &c., and [*trustee*] of, &c., the trustees of the settlement, dated, &c., and made in contemplation of our marriage.

WE, the undersigned, hereby consent to your raising the sum of £——, part of the expectant share of our son [*or, daughter*] [*A. B.*], under the trusts of the said settlement, by selling out a sufficient part of the sum of £—— $2\frac{1}{2}$ l. per cent. Consolidated Stock now standing in your names as trustees of the said settle-

(*n*) This direction or a memorandum thereof should be indorsed on the settlement.

X. CONSENT
FOR
ADVANCEMENT
OF CHILD.

ment, and to your applying the same in or towards payment of the stamp duty, premium, and expenses payable in respect of the articles of clerkship to be entered into by our said son with Messrs. — & Co., of, &c., Solicitors [or, in or towards providing an outfit for our said daughter on the occasion of her intended marriage with [C. D.] of, &c.].

AS WITNESS, &c. [Signature of Father and Mother.]

XI. LICENCE *by* LESSOR *to* LESSEE *to* ASSIGN (o).

I, the undersigned, being the present landlord of a messuage and premises known as — comprised in an indenture of lease, dated, &c., and made between, &c., and thereby demised to [lessee] for the term of — years from the — day of —, hereby consent to the assignment by [assignor], the present tenant of the same premises under the said lease, to [assignee], of, &c., for the whole remaining term. PROVIDED that this consent shall not authorise any further or other assignment or disposition of the said premises.

AS WITNESS my hand this — day of —.

Witness.

(Signed) —.

DISCLAIMERS.

PRECEDENTS.

I. DISCLAIMER *by* DEED-POLL (a), *by* ONE of TWO TRUSTEES *and* EXECUTORS of a WILL (b).

TO ALL TO WHOM THESE PRESENTS SHALL COME [*disclaiming trustee*], of, &c., sends greeting. WHEREAS [*testator*], late of,

Recital of
will.

(o) If under hand, this licence will not require a stamp; but if under seal, a 10s. stamp will be necessary. No fine is to be exacted for a licence to assign: see L. P. A. 1925, s. 144.

(a) A deed is not necessary for a disclaimer (*Re Birchall*, 40 Ch. D. 436; *Re Gordon*, 6 Ch. D. 531), but is generally desirable as evidence of such disclaimer, and if made by deed the disclaimer will bear a 10s. stamp.

Stamp.

As to dis-
claimers.

(b) A trustee cannot disclaim a part only of the trusts: *Urck v. Walker*, 3 M. & C. 702. *Lord and Fullerton's Contr.*, [1893] 1 Ch. 228. A married

&c., deceased, duly made and executed his will, dated, &c., and thereby, after bequeathing divers pecuniary and specific legacies as therein mentioned, gave all the residue of his estate to the said [*disclaiming trustee*] and [*continuing trustee*], of, &c., upon the trusts therein declared and contained of and concerning the same: AND the said testator appointed the said [*trustees*] executors of his said will [and guardians of his infant children]: AND WHEREAS the said [*testator*] died on the — day of —, 19—, without having revoked or altered his said will: AND WHEREAS the said [*disclaiming trustee*] has declined to act as a trustee or executor [and guardian], or to accept the gifts, devises, or bequests made to him jointly with the said [*continuing trustee*] in trust as aforesaid, under, in, and by the said will, and has renounced probate thereof (c).

I. BY ONE
OF TWO
TRUSTEES OF
A WILL.

Death of
testator.

Recital that
disclaiming
trustee
having
declined to
act, the other
trustee proved
the will.

NOW KNOW YE, that the said [*disclaiming trustee*] hereby absolutely and wholly renounces and disclaims the offices of trustee and executor of the said will [and of guardian of the said children], and all the estates, trusts, powers, and authorities whatsoever, thereby given to, or vested in him the said [*disclaiming trustee*], or his personal representatives, either jointly with the said [*continuing trustee*], or his personal representatives, or otherwise howsoever.

Disclaimer.

woman has power by deed to disclaim any estate or interest in land with or without the concurrence of her husband, who is not a necessary party to any disclaimer by the wife, where (a) if there were no disclaimer, she would have been entitled to the property for her separate use, or (b) the property consists of a trust estate: L. P. A. 1925, s. 168. In *Re Wimperis*, [1914] 1 Ch. 502, it was held that a married woman could disclaim a bequest of personal property, although subject to a restraint on anticipation. As to disclaimer of powers, see L. P. A. 1925, s. 156. As to registered land, no transfer should be made by the disclaiming trustee, and no entry of the disclaimer on the register is required.

As to disclaimers generally, see Elphinstone's *Introduc.*, 7th ed., p. 614; Lewin, 12th ed., p. 219.

(c) The probate will be renounced in the Probate Division of the High Court of Justice. The renunciation will be filed in the Registry [or District Registry]. The Court has power to summon any person named as executor in a will to prove or renounce probate (A. E. A. 1925, s. 4), and as to the effect of renunciation by an executor, see sect. 5 of the same Act. A renunciation may be withdrawn: sect. 6. If the executor once intermeddles with the assets before a formal disclaimer, he is bound by such implied acceptance of the office and cannot retract.

I. BY ONE
OF TWO
TRUSTEES OF
A WILL.

Reservation
of beneficial
interest.

[2. PROVIDED ALWAYS that nothing herein contained shall operate as a disclaimer or release of any vested or contingent beneficial interest to which the said [*disclaiming trustee*] is now, or he, or his personal representatives may hereafter become entitled under the trusts, powers, or provisions of the said will or any bequest or legacy thereby given to the said [*disclaiming trustee*] for his own benefit (*d*).]

IN WITNESS, &c. (*e*).

II. DISCLAIMER of the TRUSTS of a SETTLEMENT (by
Supplemental Deed) (*f*).

Disclaimer.

THIS DEED, made the — day of —, 19—, by [*disclaiming trustee*], and supplemental to a deed of settlement dated the — day of —, 19—, and expressed to be made between [*parties*]: WHEREAS the said [*disclaiming trustee*] has never executed the said deed of settlement and has never accepted or acted in the trusts thereof, and is desirous of renouncing and disclaiming such trusts: NOW THIS DEED WITNESSETH (*g*), that the said [*disclaiming trustee*] hereby renounces and disclaims the office of trustee of the said deed of settlement and all estates, property, trusts, powers, and privileges thereby given to or vested in him, either alone or jointly with any other person or persons whomsoever.

IN WITNESS, &c.

(*d*) A legatee may disclaim an onerous and accept a beneficial legacy, unless they are included in the same legacy: *Guthrie v. Walrond*, 22 Ch. D. 573; *Re Hotchkys*, 32 Ch. D. 408; *Re Lord Kensington*, [1902] 1 Ch. at p. 207.

(*e*) See also "Appointment of New Trustees," Form VII., p. 94, *supra*, for a form of disclaimer and appointment of a new trustee.

(*f*) Stamp, 10s.

(*g*) As to the renunciation of his office by a personal representative in whom settled land has become vested, see A. E. A. 1925, s. 23 (1).

DISENTAILING DEEDS.

PRECEDENTS.

I. DISENTAILING DEED of FREEHOLDS by TENANT in TAIL in POSSESSION (a).

I. BY TENANT
IN TAIL IN
POSSESSION.

THIS DISENTAILING DEED (b) is made the — day of —, 19—, BETWEEN [*tenant in tail*], of, &c., of the one part, and [*trustee*], of, &c., of the other part: WHEREAS under a deed of settlement dated, &c., and made between [*parties*], being a settlement made in consideration of the marriage which was shortly afterwards solemnised between [A. B.] and [C. B.], both since deceased, the late father and mother of the said [*tenant in tail*] [*or*, under the will dated, &c., and proved, &c., of [A. B.], late of, &c., deceased], the said [*tenant in tail*], is tenant in tail [male] in possession of the hereditaments hereby granted.

Recitals:

of title of
tenant in
tail (c).

AND WHEREAS the said [*tenant in tail*] is desirous of barring the entail of the said hereditaments and of all other, if any, hereditaments of which he is tenant in tail as hereinafter mentioned.

NOW THIS DEED WITNESSETH that, the said [*tenant in tail*], hereby grants and conveys unto the said [*trustee*], ALL

Testatum.

Grant.

AND SINGULAR the freehold [messuages, farms, tenements, lands, tithe rentcharges, tithes, and] hereditaments situate [*or*, arising (d)] in the parishes of — and — respectively, in the county of —, in the said deed of settlement and in the

(a) See the Fines and Recoveries Act (3 & 4 Will. IV. c. 74), ss. 15—21, 40—49. This deed does not now require to be enrolled: see L. P. A. 1925, s. 133. It has been suggested that, having regard to sect. 72 (3) of the L. P. A. 1925, a tenant in tail can disentail by conveying to himself in fee simple, and with this suggestion the present editors agree. But in this and the following precedents the conveyance is made to a trustee in order to avoid any possible question.

(b) Stamp, 10s., this being a disentailing assurance not limiting any new estate other than an estate in fee simple in the person disentailing the property: see Finance (1909-10) Act, 1910, s. 74 (6).

(c) If preferred, the settlement or will and subsequent events showing the title of the tenant in tail may be recited at length.

(d) The word “arising” applies to the incorporeal hereditaments: see *Crompton v. Jarratt*, 30 Ch. D. 298; *In re Hodgson*, [1898] 2 Ch. 545.

I. BY TENANT
IN TAIL IN
POSSESSION.

Habendum.

Free from
entail upon
trust for
grantor in fee.

schedules thereto particularly described [*or*, devised by the said will of the said [A. B.]] (*e*) [save and except such portions of the said freehold hereditaments as by means of any sale or otherwise have ceased to be subject to the trusts and limitations of the said settlement [*or*, will] or otherwise]; AND [by way of grant and not of exception] all other, if any, the freehold hereditaments of or to which the said [*tenant in tail*] is seised or entitled as tenant in tail [male or in tail], under the said settlement [*or*, will], or otherwise, To HOLD the same unto the said [*trustee*] for an equitable estate in fee simple, freed and discharged from all estates in tail [male or in tail] of the said [*tenant in tail*], and from all estates, rights, interests, and powers to take effect after the determination or in defeasance of such estates in tail [male or in tail], upon trust for the said [*tenant in tail*] in fee simple (*f*). And it is hereby declared that these presents shall not operate to transfer any legal estate.

IN WITNESS, &c.

II. DISENTAILING DEED of FREEHOLDS by TENANT
in TAIL MALE in POSSESSION. (*A short Form without
recitals.*)

Parties.

Grant.

THIS DISENTAILING DEED (*g*), made the — day of —, 19—, BETWEEN [*tenant in tail*], of, &c., of the one part, and [*trustee*], of, &c., of the other part: WITNESSETH that the said [*tenant in tail*], hereby grants and conveys unto the said [*trustee*], ALL AND SINGULAR the freehold hereditaments situate and arising in the parish of —, in the county of —, or elsewhere, of or to which he the said [*tenant in tail*] is seised or entitled, for any estate in tail [male or in tail] under a settlement dated, &c., and made between [*parties*], being

(*e*) The parcels should be described as concisely and generally as possible to save expense on enrolment. Should the property be registered it should be described as—

“all the land registered under the Land Transfer Acts, 1875 and 1897, under the heading, District —, Parish —, County —, Title No. —.”

(*f*) The following declaration is probably unnecessary, but may be inserted where the tenant in tail has the legal estate to prevent any question.

(*g*) Stamp, 10s.: see *ante*, p. 513, note (*b*). As to enrolment, see last precedent, note (*a*).

a settlement made in consideration of the marriage which was shortly afterwards solemnized between [A. B.] and [C. B.], both since deceased, the late father and mother of the said [*tenant in tail*] [or, under the will, dated, &c., and proved, &c., of [A. B.], late of, &c., deceased], or otherwise, To HOLD the same unto the said [*trustee*] for an equitable estate in fee simple, freed and discharged from all estates in tail [male or in tail] of the said [*tenant in tail*], and from all estates, rights, interests, and powers, to take effect after the determination or in defeasance of such estates in tail [male or in tail], upon trust for the said [*tenant in tail*] in fee simple. And it is hereby declared that these presents shall not operate to transfer any legal estate.

II. DISENTAILING DEED BY TENANT IN TAIL MALE IN POSSESSION.

Habendum.
Free from entail.

IN WITNESS, &c.

III. CONSENT of PROTECTOR of a SETTLEMENT to BARRING an ESTATE TAIL (*h*).

TO ALL TO WHOM THESE PRESENTS SHALL COME (*i*) [*protector*], of, &c., sends greeting: WHEREAS by a settlement, dated, &c., and made between [*parties*], the messuages, lands, and hereditaments, situate in the parishes of — and —, in the county of —, in the said settlement and in the schedules thereto particularly described, were settled upon trust for the said [*protector*], during his life with remainder (subject to certain charges therein mentioned which have since determined) in trust for [*tenant in tail*], of, &c., in tail with divers remainders over: NOW THESE PRESENTS WITNESS that the said [*protector*], as protector of the said settlement, hereby consents to every or any disposition and assurance which the said [*tenant in tail*] shall make of the said messuages, lands, and hereditaments, comprised in or which are now by any means subject to the subsisting trusts of the said settlement or any of such premises or any part thereof for the purpose of barring the estate tail of the said [*tenant in tail*] in the same premises and

Recital of title of tenants for life and in tail.

Testatum.
Consent of protector.

(*h*) This deed will not now require enrolment. The consent of the protector (if any) of the settlement is required to enable the tenant in tail to create a larger estate than a base fee: see *Fines and Recoveries Act*, s. 34. As to who are "protectors," see sects. 22—32; and see *In re Wilmer's Trusts*, [1910] 2 Ch. 111, where the disentailing tenant in tail was himself the "protector." As to a married woman entitled to prior estate being a "protector," see *M. W. P. Act*, 1907, s. 3.

Consent of protector.

(*i*) Stamp, 10s.

IV. DISEN-
TAILING DEED
BY TENANT IN
TAIL IN
REMAINDER.

all estates, rights, interests, and powers to take effect after the determination or in defeasance of such estate tail, but subject and without prejudice to the said estate for life of the said [protector] therein, and to all powers and privileges annexed to such estate for life.

IN WITNESS, &c.

IV. DISENTAILING DEED *by* TENANT *in* TAIL *in* REMAINDER, *with the* CONSENT *of the* PROTECTOR, *to* TENANT *in* TAIL *in* FEE SIMPLE, *subject to the* PROTECTOR'S LIFE ESTATE.

Parties.

Recitals:

of settlement
creating
entail;

that grantor
is eldest son ;

of desire to
bar entail ;

Testatum.

THIS DISENTAILING DEED (*k*) is made the — day of —, 19—, BETWEEN [*tenant in tail*], of, &c., of the first part, [*protector*], of, &c., of the second part, and [X. Y.], of, &c., of the third part: WHEREAS by a settlement dated the — day of —, 19—, and made between [*settlor*], of the first part, [*protector of the settlement*], of the second part, [*protector's wife*] (therein called and described as [*wife's maiden name*] spinster), of the third part, and [*trustee*] and [*trustee*], of the fourth part, being the settlement executed in contemplation of the then intended marriage, which was shortly afterwards solemnized between the said [*protector*] and [*wife*], the messuages, lands, and hereditaments hereinafter described and expressed to be hereby granted were assured, from and after the solemnization of the then intended marriage, upon the trusts following, that is to say, for the said [*protector*] during his life, and after his death, that the said [*wife*], if she should survive him, should receive during the rest of her life a yearly jointure rentcharge of £—, payable as therein mentioned, and subject thereto for the first son of the said [*protector*] by the said [*wife*] in tail [*male*] with remainders over as therein is mentioned; AND WHEREAS the said [*tenant in tail*] is the first son of the said marriage and has attained the age of twenty-one years; AND WHEREAS the said [*tenant in tail*] is desirous of barring the said estate tail in remainder of him the said [*tenant in tail*] under or by virtue of the hereinbefore recited indenture of settlement in manner hereinafter appearing.

NOW THIS DEED WITNESSETH, that to effectuate

(*k*) Stamp, 10s.

the said desire, and for the purpose of barring the said estate [in tail male or in] tail of the said [*tenant in tail*], and all estates, rights, interests, and powers to take effect after the determination or in defeasance of the same estate, the said [*tenant in tail*] with the consent (hereby testified) of the said [*protector*] as the protector of the said settlement, hereby grants unto the said [X. Y.], ALL THOSE, &c. [*parcels*], and all other if any messuages, lands, or hereditaments to which the said [*tenant in tail*] is entitled to an estate [in tail male or in] tail in remainder by virtue of the hereinbefore recited settlement, To HOLD the premises unto the said [X. Y.] in fee simple, subject, nevertheless, to the said life estate therein of the said [*protector*], and to the powers annexed to such life estate so far as the same are subsisting and capable of taking effect, and to the said jointure rentcharge, and all rights, powers, and remedies for securing or recovering the same, but freed and discharged from all estates [in tail male or in] tail of the said [*tenant in tail*] in the same premises, and all estates, rights, interests, and powers, to take effect after the determination or in defeasance of such estates [in tail male or in] tail in trust for the said [*tenant in tail*] in fee simple.

IV. DISEN-
TAILING DEED
BY TENANT IN
TAIL IN
REMAINDER.

Grant.

IN WITNESS, &c.

V. DISENTAILING DEED *by* PROTECTOR *and* TENANT
in TAIL of FREEHOLDS, LEASEHOLDS, MONEY *to be laid*
out in the PURCHASE of LAND *to be* SETTLED, *and*
SETTLED MONEYS, *and* CHATTELS, *for the* TENANT *in*
TAIL *absolutely, subject to the* PROTECTOR'S LIFE
ESTATE *therein*.

THIS DISENTAILING DEED, made the — day of —, 19—, BETWEEN [*tenant in tail*], of, &c., of the first part, [*protector*], of, &c., of the second part, and X. Y. of the third part: WHEREAS by a settlement, dated, &c., and made between [*parties*], the freehold and leasehold lands, as well as the moneys, heirlooms, and chattels therein described and expressed, were settled upon trust for [*protector*] for his life, with remainder for his first and other sons successively, according to seniority, in tail [male], with divers remainders over; AND WHEREAS the said [*tenant in tail*] is the first son of the said [*protector*], and attained the age of twenty-one years on the — day of —, 19—; AND WHEREAS

V. DISEN-
TAILING DEED
BY PROTECTOR
AND TENANT IN
TAIL OF
FREEHOLDS,
ETC.

several sales of parts of the settled lands have been made, and the moneys produced by such sales have been partly laid out in the purchase of other lands, and partly invested in the several stocks, funds and securities described in the first schedule hereto, and the said settled moneys are represented by the investments in purchased lands or otherwise described in the second schedule hereto; AND WHEREAS the said [*tenant in tail*] is desirous of barring the said estate tail in remainder of him, the said [*tenant in tail*], under or by virtue of the said settlement in manner hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:—

In pursuance of such desire, and for the purpose of barring the said estate [in tail male or in] tail of the said [*tenant in tail*], and all estates, rights, interests and powers to take effect after the determination or in defeasance of the same estate, the said [*tenant in tail*], with the consent (hereby testified) of the [*protector*], as the protector of the said settlement, doth hereby, FIRSTLY, grant unto the said X. Y., all the freehold lands and hereditaments to which the said [*tenant in tail*] is entitled, to an estate [in tail male or in] tail in remainder by virtue of the said settlement, and doth hereby, SECONDLY, assign unto the said X. Y. all the leasehold lands, as well as all the moneys, stocks, funds and securities described in the schedule hereto, including all those, the proceeds of which are liable to be laid out in the purchase of lands, to be settled upon the trusts of the said settlement, and also all heirlooms and chattels settled by the said settlement; To HOLD the same as to the premises firstly hereinbefore granted unto the said X. Y. in equitable fee simple, and as to the premises secondly hereinbefore assigned absolutely, subject nevertheless to the said life estate therein of the said [*protector*], and to the powers annexed to such life estate, so far as the same are subsisting and capable of taking effect, but freed and discharged from all estates [in tail male or in] tail of the said [*tenant in tail*] in the same premises, and all estates, rights, interests and powers to take effect after the determination of such estates [in tail male or in] tail, upon trust for the said [*tenant in tail*] in equitable fee simple or absolutely, as the case may be.

IN WITNESS, &c.

VI. DISENTAILING DEED *by* PROTECTOR *and* TENANT *in* TAIL of FREEHOLDS *and* MONEY (*l*) *to be laid out in* PURCHASE of LAND *to be* SETTLED upon such TRUSTS as PROTECTOR *and* TENANT *in* TAIL shall JOINTLY APPOINT, *and in* DEFAULT of APPOINTMENT *to* SUBSISTING TRUSTS of SETTLEMENT.

VI. DISENTAILING DEED BY TENANT IN TAIL IN REMAINDER WITH PROTECTOR'S CONCURRENCE.

THIS DISENTAILING DEED (*m*), made the — day of —, 19—, BETWEEN [*protector*], of, &c., of the first part; [*tenant in tail*], of, &c., of the second part; and [*trustees*], of, &c., of the third part: WHEREAS [*testator*], late of, &c., by his will dated, &c., appointed [A. B.] and [C. D.] to be the executors thereof, and gave and devised all his manors, messuages, lands, and hereditaments situate in the county of — to the use of [*protector*] for his life without impeachment of waste, with remainder to the use of his first and other sons successively according to seniority in tail, with divers remainders over: AND WHEREAS the said [*testator*] died on the — day of —, and his said will was duly proved on the — day of —, in the Principal Probate Registry: AND WHEREAS by a deed poll, dated the — day of —, under their hands and seals, the said [A. B.] and [C. D.] have assented to the devise of the said hereditaments made by the will of the said [*testator*] as aforesaid: AND WHEREAS the said [*tenant in tail*] is the first son of the said [*protector*], and attained the age of twenty-one years on the — day of —, 19—; AND WHEREAS several sales of parts of the settled lands have with the consent of the said [*protector*] been made under a power in that behalf contained in the said will, and other sales of such land have been made by the said [*protector*] in exercise of his statutory powers in that behalf, and all the hereditaments now

Recitals:

of will creating the settlement;

of death of testator;

assent of the executor to the devise (*n*);

state of family;

of sales under power;

(*l*) See *Re Harvey*, [1901] 2 Ch. 290.

(*m*) This deed does not in effect limit any new estate, other than as estate in fee simple, in the person disentailing, and should therefore bear a 10s. stamp (see Finance (1909-10) Act, 1910, s. 74 (6)); but as it purports to give a joint power of appointment and so varies the previous uses, the stamp should be adjudicated.

(*n*) This recital will only be required if the testator died after 1897: see L. T. A. 1897, ss. 1-5, 25.

VI. DISEN-
TAILING DEED
BY TENANT IN
TAIL IN
REMAINDER
WITH PRO-
TECTOR'S CON-
CURRENCE.

of investment
of proceeds of
sale;

of desire to
bar entail.

remaining unsold, which are, or are believed to be, subject to the uses and limitations of the said will, are particularly described in the first schedule hereto: AND WHEREAS the moneys produced by such sales as aforesaid have been, in pursuance of the direction in that behalf contained in the said will, partly laid out in the purchase of other hereditaments, which are particularly described in the second schedule hereto, and partly invested in the names of [*trustees of will*], in the several stocks, funds, and securities particularly described in the third schedule hereto: AND WHEREAS the said [*protector*] and [*tenant in tail*] are desirous of disentailing all the hereditaments and premises now subject to the subsisting limitations of the said will.

NOW THIS DEED WITNESSETH as follows:—

Grants.
Parcels.

Habendum,
freed from
the entail.

Upon such
trusts as
tenant for
life and tenant
in tail shall
appoint.
In default
to protector
for life and
remainder
upon such
trusts as
tenant in tail
appoints.

1. In pursuance of such desire, and in consideration of the premises, the said [*protector*], so far as relates to the life estate so limited to him as aforesaid, hereby grants and conveys, and the said [*tenant in tail*], with the consent of the said [*protector*], as protector of the settlement created by the said will, hereby grants unto the said [*trustees*], ALL the manors, messuages, lands and hereditaments described in the first and second schedules hereto respectively, and all other (if any) the hereditaments now subject to the subsisting trusts and limitations of the said will, To HOLD the same unto the said [*trustees*] for an equitable estate in fee simple; SUBJECT to the estates, charges, and powers which precede or override the estate tail of the said [*tenant in tail*] other than the estate for life of the said [*protector*], BUT freed from the estate tail of the said [*tenant in tail*], and all estates, rights, interests, and powers to take effect after the determination, or in defeasance of such estate tail, upon such trusts, and with and subject to such powers and provisions as the said [*protector*] and [*tenant in tail*] shall by any deed or deeds, revocable or irrevocable, jointly appoint; AND in default of and subject to any such joint appointment upon trust for the said [*protector*] during his life, without impeachment of waste, in restoration and confirmation of the estate for his life limited to him by the hereinbefore recited will, with the powers annexed to such life estate, with remainder upon such trusts, and subject to to such powers and provisions as the said [*tenant in tail*], in case he shall survive the said [*protector*], shall at any time or times

after the death of the said [*protector*], by any deed or deeds, revocable or irrevocable [or by will or codicil expressly referring to this present power, or the property subject thereto] (*o*), appoint; AND in default of such appointment, and so far as no such appointment shall extend, upon the trusts, and with and subject to the powers and provisions which, under or by virtue of the said will, were subsisting with regard to the premises hereby conveyed immediately before the execution of these presents, and so as to restore and confirm the same trusts, powers, and provisions.

2. For the consideration aforesaid the said [*protector*], and the said [*tenant in tail*], with the consent of the said [*protector*], as protector of the said settlement, according to their respective interests, hereby assign to the said [*trustees*] all the moneys, stocks, funds, and securities described in the third schedule hereto, and all other (if any) the moneys, stocks, funds, and securities which, or the proceeds of which, are liable to be laid out in the purchase of lands to be settled to the subsisting limitations of the said will, TO HOLD the same unto the said [*trustees*], subject to the estates, &c. (*ut supra*), But freed from the estate tail, &c. (*ut supra*), Upon the like trusts, and with and subject to the like powers and provisions as if the same were capital money arising from a sale made after the date of these presents of the freehold hereditaments hereby assured, but not so as to increase or multiply charges and powers of charging.

3. It is hereby declared that these presents shall not operate to transfer any legal estate.

IN WITNESS, &c.

THE FIRST SCHEDULE ABOVE REFERRED TO.

THE SECOND SCHEDULE ABOVE REFERRED TO.

THE THIRD SCHEDULE ABOVE REFERRED TO.

VI. DISEN-
TAILING DEED
BY TENANT IN
TAIL IN
REMAINDER
WITH PRO-
TECTOR'S CON-
CURRENCE.

And in default
to previously
subsisting
trusts of the
settlement.

Assignment
of moneys.

Habendum.

(*o*) See *Phillips v. Cayley*, 43 Ch. D. 222; *Re Davies*, [1892] 3 Ch. 63; *Re Lane*, [1908] 2 Ch. 581.

VII. DEED
CREATING
BASE FEE.

VII. DEED *by* TENANT IN TAIL MALE *in* REMAINDER *to*
CREATE a BASE FEE.

Parties.
Recitals:
of title of
tenant in tail,

THIS DISENTAILING DEED (q), made the — day of —, 19—, BETWEEN [*tenant in tail*], of, &c., of the one part; and [*trustee*], of, &c., of the other part: WHEREAS under or by virtue of a settlement dated, &c., and made between [*parties*], the several messuages, lands, and hereditaments described in the same indenture and in the schedules thereto, and hereby granted, now stand limited upon trust for [*protector*], during his life, with remainder, subject to a jointure rentcharge of £—, thereby limited in favour of [*protector's wife*], and her assigns, during her life, if she shall survive the said protector, and also to the sum of £— and interest, raisable as therein mentioned, for portions for the younger sons and the daughters of the said [*protector*], and to a term of 1,000 years thereby limited for securing the same portion moneys, upon trust for the said [*tenant in tail*], in tail male with divers remainders over; AND WHEREAS the said [*tenant in tail*] is desirous of barring, as far as may be, all his estates in tail male or in tail under the said settlement and of converting the same into a base fee.

of desire to
create base
fee.

Testatum.
Grant.

NOW THIS DEED WITNESSETH, that the said [*tenant in tail*] hereby grants unto the said [*trustee*], ALL and singular the messuages, lands, and hereditaments in the several parishes of — and —, in the county of —, or elsewhere in England or Wales, of or to which he, the said [*tenant in tail*] is seised or entitled at law or in equity, for any estate in tail male or in tail in remainder under or by virtue of the said settlement, or otherwise howsoever, To HOLD the same unto the said [*trustee*], subject and without prejudice to the said life estate of the said [*protector*], and to all trusts and estates limited or created by the said settlement, which precede the estate in tail male of the said [*tenant in tail*], and to the powers annexed to such preceeding trusts and estates, so far as such trusts, estates, and powers are now subsisting and capable of taking effect, but freed and discharged from all estates in tail male or in tail whether at law or in equity, therein of the said [*tenant in tail*], upon trust for the said [*tenant in tail*] in fee simple, to the intent that the same may be converted into a base fee.

Habendum,
to grantee in
trust for
grantor so as
to create
base fee.

IN WITNESS, &c.

VIII. DEED to ENLARGE a BASE FEE into an ESTATE in
FEE SIMPLE (to be INDORSED on the DEED creating
the BASE FEE).

VIII. DEED
ENLARGING
BASE FEE.

THIS DISENTAILING DEED (r), made the — day of —, 19—, BETWEEN the within named [*owner of base fee*], of the one part, and the within named [*trustee*], of the other part:

Parties.

WHEREAS the within named [*protector*] died on the — day of —, 19—, leaving the within mentioned [*wife*] him surviving; AND WHEREAS there have been issue of the said [*protector*] by his said wife — children, and no more, that is to say, the said [*owner*], his eldest son, and — younger children, namely [*names*]; AND WHEREAS the said [*owner*] is desirous of enlarging the base fee into which his estates in tail male and in tail under the within mentioned settlement were converted by the within written indenture into an absolute estate in fee simple.

Recitals :

of death of
protector ;
of state of
family ;

of desire to
enlarge base
fee.

NOW THIS DEED WITNESSETH that, for effectuating the said desire, the said [*owner*] hereby grants and confirms unto the said [*trustee*], ALL and singular the messuages, lands, and hereditaments expressed to be granted by the within written deed, To HOLD the same unto the said [*trustee*] in equitable fee simple, subject to the within mentioned jointure rentcharge of £—, and to the sum of £— so raisable for portion moneys as within is mentioned, and to all other, if any, the estates and trusts limited or created by the said settlement, which precede the base fee into which the estates in tail male and in tail of the said [*owner*] were converted by the within written deed, and to any powers annexed to such preceding trusts or estates, which may respectively be now subsisting or capable of taking effect, But freed and discharged from all estates, rights, interests, and powers, to take effect upon the determination or in defeasance of the same base fee, upon trust for the said [*owner*] in fee simple, to the intent that such base fee may be enlarged into an absolute estate in fee simple, subject as aforesaid. And it is hereby declared that these presents shall not operate to transfer any legal estate.

Grant.

Habendum,
to trustee in
trust for
grantor in
fee simple.

IN WITNESS, &c.

(r) Stamp, 10s.

IX. CLAUSE
IN WILL
DISPOSING OF
ENTAILED
REAL AND
PERSONAL
PROPERTY.

IX. TESTAMENTARY DISPOSITION *by a TENANT in TAIL*
of ENTAILED REAL and PERSONAL ESTATE under
sect. 175 of the Law of Property Act, 1925.

I [*testator*], hereby devise and bequeath unto [*devisee*], for his own absolute use and benefit, all the real and personal property to which I am entitled, for an estate in tail [male or in tail] under a deed dated, &c., and made, &c. [*or, the will dated, &c., and proved, &c., of X., late of, &c.*], or otherwise, discharged from all such estates in tail [male or in tail].

EXCHANGES.

PRELIMINARY NOTE.

EXCHANGES of land may be effected (i) by deed of exchange operating by common law (now practically obsolete), (ii) by mutual conveyances, or (iii) by an order of the Board of Agriculture and Fisheries under the Inclosure Acts (very rare). (See K. & E. 12th ed., Vol. I.)

As to the necessity of a deed, see sects. 51 and 52 of the Law of Property Act, 1925, and definition of "conveyance," sect. 205 (1) (ii), *ibid.* An exchange by deed is not to imply any condition in law. (Sect. 59, *ibid.*) A contract for the exchange of land should be in writing: see sect. 40 of the Law of Property Act, 1925, as to a "disposition of land" being unenforceable by action unless the agreement is in writing.

As to stipulations in a contract for the exchange of land concerning the getting in of outstanding legal estates and mortgage terms, see sect. 42 (3) and (4) of the Law of Property Act, 1925.

As to discharge of incumbrances on exchanges of land, see sect. 50 of the Law of Property Act, 1925.

A tenant for life is empowered to make an exchange of settled land under the Settled Land Act, 1925, s. 38 (iii); and can enter into a contract to effect an exchange of land. (Sect. 90 (i).) See also sects. 40 (1) (as to consideration), 69 (shifting of incumbrances), 50 (as to minerals), 71 (iii) (as to raising money for equality of exchange), 72 (as to conveyances by deed in case of),

73 (v) (payment out of capital for equality of exchange), 75 (investment), 82 (as to land acquired being made a substituted security for released charges). An exchange may be made by a tenant for life subject to any stipulations as to title (sect. 40 (2)); and as to the reservation on sales of easements in the case of exchanges, see sect. 49 (1) (a).

As to the consideration for land given in exchange for small holdings in the case of settled land, see sect. 57; and as to protection of purchasers dealing in good faith with a tenant for life, sect. 110.

For an instrument of exchange of registered land, see Form XVI., p. 493.

The stamp on a deed of exchange where no money is paid for equality of exchange, or where it does not exceed 100*l.*, is 10*s.* (See Stamp Act, 1891, Sched.: *tit.* "Exchange," and s. 73.) Beyond this sum *ad valorem* duty is payable as on a conveyance on sale: Finance (1909-10) Act, 1910, s. 73.

See further as to exchanges, Bythewood, 4th ed., Vol. II., p. 924; and K. & E., 12th ed., Vol. I.

PRECEDENTS.

I. CONVEYANCE of LANDS *in* EXCHANGE for other LANDS *conveyed by a SEPARATE DEED of even DATE.*

THIS DEED OF EXCHANGE (a) is made the — day of —, 19—, BETWEEN [*grantor*], of, &c., of the one part, and [*grantee*], of the other part: WHEREAS the said [*grantor*], being seised of the several pieces of land and hereditaments, hereby conveyed and described in the first schedule hereto, for an estate in fee simple in possession free from incumbrances, has agreed with the said [*grantee*] to exchange the same for the messuage, lands, and hereditaments of the said [*grantee*], described in the second schedule hereto: AND WHEREAS, in pursuance of the said agreement, by a deed bearing even date with these presents, and expressed to be made between the said [*grantee*], of the one part, and the said [*grantor*], of the other part, the said messuage and premises

Parties.

Recitals:

of agreement
to exchange;

of execution
of deed of
even date.

(a) Stamp, 10*s.*

I. EXCHANGE
BY A SEPA-
RATE DEED.

Testatum.

Conveyance.

described in the second schedule hereto have been [or, are intended to be] conveyed unto the said [grantor] [in fee simple]. NOW THIS DEED WITNESSETH that, in pursuance of the said agreement, and in consideration of such conveyance as aforesaid of the said messuage and premises described in the second schedule hereto, the said [grantor], as beneficial owner (b), hereby conveys (c) unto the said [grantee], ALL THOSE the several pieces or parcels of lands and hereditaments situate in the parish of —, in the county of —, more particularly described in the first schedule hereto, To HOLD the same unto the said [grantee] [in fee simple].

IN WITNESS, &c.

[THE FIRST SCHEDULE ABOVE REFERRED TO.]

[THE SECOND SCHEDULE ABOVE REFERRED TO.]

II. CONVEYANCE of LANDS *by way of* EXCHANGE *by a* SINGLE DEED, *where* MONEY is PAID *by* ONE of the PARTIES *for* EQUALITY of EXCHANGE.

Parties.

Recitals:

of seisin;

of agreement
for exchange;

THIS DEED OF EXCHANGE (d) is made the — day of —, 19—, BETWEEN [A. B.], of, &c., of the one part, and [C. D.], of &c., of the other part: WHEREAS the said [A. B.] is seised of the several messuages, lands, and hereditaments described in the first schedule hereto for an estate of fee simple in possession, free from incumbrances: AND WHEREAS the said [C. D.] is seised of the several messuages, lands, and hereditaments described in the second schedule hereto, for an estate in fee simple in possession, free from incumbrances: AND WHEREAS the said [A. B.] and [C. D.] have agreed to effect such exchange as is hereinafter contained of the said premises described in the first and second schedules hereto respectively, and upon the treaty for the said

(b) See L. P. A. 1925, Second Schedule, Part I.

(c) As to omitting the word "grant" in a conveyance of land, see sect. 51 (2) of the L. P. A. 1925. Compare sect. 59 (2), *ibid.*, for implication of covenants when using the word "grant" in a deed.

(d) Stamp, 10s., and a further *ad valorem* stamp on the amount of the consideration paid for equality of exchange. This deed will be executed in duplicate.

exchange it was agreed that the said [C. D.] should pay to the said [A. B.] the sum of £—— for equality of exchange: AND WHEREAS the deeds and documents specified in the third schedule hereto relate not only to the said premises described in the first schedule hereto, but also to other lands and hereditaments of the said [A. B.]; AND the deeds and writings specified in the fourth schedule hereto relate not only to the said premises described in the second schedule hereto, but also to other lands and hereditaments of the said [C. D.]; AND it has been agreed that the said deeds and documents specified in the said third schedule shall be retained by the said [A. B.], and that the said deeds and documents specified in the said fourth schedule shall be retained by the said [C. D.], and that each of them, the said [A. B.] and [C. D.], shall give to the other such acknowledgment and undertaking with regard to the deeds and documents so retained by them respectively as is hereinafter contained.

II. EXCHANGE
BY A SINGLE
DEED.

of agreement
that deeds,
&c. shall be
retained by
respective
parties.

NOW THIS DEED WITNESSETH as follows:—

1. In pursuance of the said agreement for an exchange, and in consideration of the conveyance hereinafter made by the said [C. D.] and of the sum of £——, now paid by the said [C. D.] to the said [A. B.] (the receipt whereof the said [A. B.] hereby acknowledges), the said [A. B.], as beneficial owner (*e*) hereby conveys (*f*) unto the said [C. D.], ALL THOSE the several messuages, lands, tenements, and hereditaments situate in the parish of ——, in the county of ——, more particularly described in the first schedule hereto: To HOLD the same unto the said [C. D.] [in fee simple].

Conveyance of
lands in first
schedule.

2. In further pursuance of the said agreement, and in consideration of the conveyance hereinbefore made by the said [A. B.], the said [C. D.] as beneficial owner (*e*), hereby conveys unto the said [A. B.], ALL THOSE the several messuages, lands, and hereditaments situate in the parish of ——, in the county of ——, more particularly described in the second schedule hereto: To HOLD the same unto the said [A. B.] [in fee simple].

Conveyance of
freehold lands
in second
schedule.

3. AND the said [A. B.] hereby acknowledges the right of the said [C. D.] to the production of the several deeds and documents

Acknowledg-
ment, &c. as
to docu-
ments (*g*).

(*e*) See L. P. A. 1925, Second Schedule, Part I., as to the implied covenants when conveying as "beneficial owner."

(*f*) See note (*c*), *supra*.

(*g*) Sect. 64 of the L. P. A. 1925.

II. EXCHANGE
BY A SINGLE
DEED.

Acknowledg-
ment, &c. as
to documents
in fourth
schedule.

specified in the third schedule hereto, and to delivery of copies thereof, and hereby undertakes for the safe custody thereof. AND the said [C. D.] hereby acknowledges the right of the said [A. B.] to production of the several deeds and documents specified in the fourth schedule hereto and to delivery of copies thereof, and hereby undertakes for the safe custody thereof.

IN WITNESS, &c.

THE FIRST SCHEDULE ABOVE REFERRED TO.

THE SECOND SCHEDULE ABOVE REFERRED TO.

THE THIRD SCHEDULE ABOVE REFERRED TO.

THE FOURTH SCHEDULE ABOVE REFERRED TO.

III. CONVEYANCE of FREEHOLDS to a TENANT for LIFE under the Settled Land Act, 1925, by way of SUBSIDIARY VESTING DEED (*h*) in EXCHANGE for SETTLED LANDS, conveyed by the TENANT for LIFE thereof by a DEED of even DATE (*i*).

Parties.

Recitals :
of seisin of
grantor :

of agreement
for exchange ;

THIS DEED OF EXCHANGE (*j*) is made the — day of —, 19—, BETWEEN [*grantor*], of, &c., of the first part; [*trustees*], of, &c. (hereinafter called "the trustees"), of the second part; and [*tenant for life*], of, &c., of the third part: WHEREAS the said [*grantor*] is seised of the lands and hereditaments described in the first schedule hereto for an estate in fee simple in possession free from incumbrances: AND WHEREAS by a principal vesting deed dated, &c., and made, &c., the freehold land and hereditaments described in the second schedule (*jj*) hereto were vested in the [*tenant for life*] upon the trusts of the settlement therein recited, and by [*endorsement on*] the said principal vesting deed the [*trustees*] were stated to be trustees of the settlement for the purposes of the Settled Land Act, 1925; AND

(*h*) See sect. 10 of the S. L. A. 1925.

(*i*) See Preliminary Note, *ante*, p. 524; and vol. i., *tit.* "Conveyances," Form XX., p. 388. See also sect. 73 (xi) of the S. L. A. 1925.

(*j*) Stamp, 10s.; and a further *ad valorem* stamp as on a conveyance on sale for the amount payable for equality of exchange.

(*jj*) If the settled land comprises land situate widely apart, different parcels may be comprised in several separate vesting deeds: *Re Clayton's Settled Estates*, [1926] W. N. 54.

WHEREAS it has been agreed by and between the parties hereto that the said [*grantor*] should convey the hereditaments described in the first schedule hereto in fee simple in possession, free from incumbrances, unto the said [*tenant for life*], in manner hereinafter appearing, in consideration of the conveyance by the said [*tenant for life*], as such tenant for life as aforesaid, of the hereditaments described in the second schedule hereto (*k*), and in further consideration of the sum of £—— to be paid for equality of exchange (*l*) by the said [*trustees*] to the said [*grantor*] out of moneys in their hands, being capital money arising under the said Settled Land Act: AND WHEREAS in pursuance and part performance of the said agreement, by a deed bearing even date with these presents, and expressed to be made between the said [*tenant for life*], of the one part, and the said [*grantor*], of the other part, the said [*tenant for life*], in exercise of the power in that behalf given to him by the said Settled Land Act (*m*) conveyed unto the [*grantor*], in fee simple in possession, free from incumbrances, the hereditaments described in the second schedule hereto, as the said [*grantor*] hereby acknowledges. NOW THIS DEED WITNESSETH as follows:—

III. EXCHANGE
BY TENANT
FOR LIFE.

of conveyance
of lands given
in exchange.

Testatum.

1. In pursuance of the said agreement, and in consideration of the premises, and in further consideration of the sum of £——, upon the execution (*n*) of these presents, paid to the said [*grantor*] by the said [*trustees*] out of such capital moneys as aforesaid, by direction of the said [*tenant for life*] (the receipt of which sum the said [*grantor*] hereby acknowledges), the said [*grantor*], as beneficial owner (*o*), hereby conveys (*p*) unto the said [*tenant for life*], ALL THOSE the lands and hereditaments situate at ——, in the county of ——, more particularly described in the first schedule hereto, To HOLD the same unto the said [*tenant for life*], upon and subject to the same trusts and powers as by the said principal vesting deed are declared by reference as aforesaid, with respect to the hereditaments therein comprised.

Conveyance
of lands in
first schedule
to tenant for
life.

(*k*) See sect. 73 (xi) of the S. L. A. 1925.

(*l*) See sect. 73 (v), *ibid*.

(*m*) Sects. 38 and 39, *ibid*.

(*n*) As to the necessity of a person who executes a deed having to sign as well as seal the documents, see sect. 73 (1) of the L. P. A. 1925.

(*o*) Second schedule, Part I., of the L. P. A. 1925.

(*p*) Sect. 51 (2) of the L. P. A. 1925.

III. EXCHANGE
BY TENANT
FOR LIFE.

Appointment
of trustees.
Power of
appointing
new trustees.
Acknowledg-
ment as to
deeds.

2. The trustees are the trustees for the purpose of the Settled Land Act, 1925 (*g*).

3. [The power of appointing a new trustee or new trustees of the settlement is vested in — during his life.]

4. The said [*grantor*] hereby acknowledges the right of the said [*tenant for life*] to the production of the documents mentioned in the third schedule hereto, the possession of which is retained by the said [*grantor*], and to delivery of copies thereof, and hereby undertakes with the said [*tenant for life*] for the safe custody thereof (*r*).

IN WITNESS, &c.

THE FIRST SCHEDULE ABOVE REFERRED TO.

THE SECOND SCHEDULE ABOVE REFERRED TO.

THE THIRD SCHEDULE ABOVE REFERRED TO.

INDEMNITY.

PRECEDENTS.

I. DEED OF COVENANT to INDEMNIFY a TENANT *pay-
ing RENT, where the TITLE to the REVERSION is in
DISPUTE* (*a*).

Parties.
Recitals:
of lease;

THIS DEED OF COVENANT is made the — day of —,
BETWEEN [*landlord*], of, &c., of the one part, and [*tenant*], of,
&c., of the other part: WHEREAS, by a lease dated the —
day of —, and made between the said [*landlord*], of the one
part, and the said [*tenant*], of the other part: ALL those [*parcels*]
were demised unto the said [*tenant*] for the term of — years
from the — day of —, at the annual rent of £—, and subject

(*g*) Sect. 10 (2) of the S. L. A. 1925.

(*r*) Sect. 64 of the L. P. A. 1925.

(*a*) Stamp, 10s. For other forms of indemnity, see under "Bonds,"
"Releases," and other headings; and see the case of *Canning (Lord) v.
Roper*, 1 E. & B. 164; and *tit.* "Mortgage" in Stamp Act, 1891.

to the covenants and conditions therein contained: AND WHEREAS an action is now pending in the — Division of the High Court of Justice between the said [*landlord*] and certain other persons as to the right or title of the said [*landlord*] to the reversion of the said messuage and premises comprised in the said lease (*b*), but the said [*tenant*] has agreed to pay the rent for the same, as and when it shall accrue due, to the said [*landlord*] upon receiving from the said [*landlord*] an indemnity in manner hereinafter appearing. NOW the said [*landlord*] covenants with the said [*tenant*] that the said [*landlord*] [or his personal representatives] will henceforth indemnify the said [*tenant*] [or his personal representatives] against all distresses, entries, claims, demands, actions, and other proceedings for the recovery of or in relation to the said rent, or any part thereof, and also against all losses, costs, charges, damages, or expenses which he or they may pay or sustain, by reason or on account of the payment of the said rent, or any part thereof, to the said [*landlord*] in manner aforesaid or otherwise in relation to the premises.

I. TO
INDEMNIFY
A TENANT
PAYING RENT.

of dispute as
to title.

Covenant to
indemnify
tenant from
distress, &c.

IN WITNESS, &c.

II. DEED OF COVENANT *and* DECLARATION of TRUST of a SUM of STOCK *invested in the* NAMES of TRUSTEES, to INDEMNIFY a PURCHASER of LANDS *against a* LIFE ANNUITY *charged thereon*.

THIS DEED OF COVENANT (*c*) is made the — day of —, BETWEEN [*vendor*], of, &c. (hereinafter called “the vendor”), of the first part; [*purchaser*], of, &c. (hereinafter called “the purchaser”), of the second part; and [*trustee*], of, &c., and [*trustee*], of, &c. (hereinafter called “the trustees”), of the third part.

WHEREAS under or by virtue of the will of [*testator*], late of, &c., deceased, the vendor, became seised of certain messuages, lands and hereditaments, situate at —, in the county of —, for an estate of fee simple in possession, free from incumbrances,

Recitals:
of vendor's
seisin subject
to annuity;

(*b*) As to the apportionment of conditions on severance of reversion, see L. P. A. 1925, s. 140; and as to the rent and benefit of the lessee's covenants running with the reversion, see *ibid.*, s. 141.

(*c*) Stamp, 10s.: see Stamp Act, 1891, first schedule, “Declaration of Trust.”

II. INDEMNITY BY DECLARATION OF TRUST OF STOCK. except an annuity of 200*l.*, payable to [*annuitant*], of, &c., during [her] life, by equal quarterly payments on the usual quarter days, and charged thereon by the said will.

of sale and conveyance to purchaser;

AND WHEREAS by a deed bearing even date herewith, and made between the vendor, of the one part, and the purchaser, of the other part, the said messuages and premises were, for the consideration therein mentioned, conveyed to the purchaser in fee simple.

of agreement for indemnity;

AND WHEREAS, upon the treaty for the said purchase, it was agreed that the sum of £—, part of the purchase-money thereof, should be invested by the vendor in the names of trustees, to be held by them upon the trusts hereinafter contained of and concerning the same by way of an indemnity to the purchaser against the said annuity.

of purchase of stock.

AND WHEREAS, in pursuance of the said agreement, the vendor has invested the sum of £— in the purchase, in the names of the trustees, of the sum of £— [Two and a Half per cent. Consolidated Stock].

Testatum.

NOW THIS DEED WITNESSETH as follows:—

Covenant by vendor to pay annuity and indemnify purchaser therefrom.

1. The vendor covenants with the purchaser that the vendor, or his personal representatives, will henceforth pay the said annuity of £—, as and when the same shall become payable as aforesaid, and will indemnify and keep indemnified the purchaser (*d*) and the said premises comprised in the said deed of even date herewith, and every part thereof, against all claims, demands, actions and other proceedings, for the recovery of, or in relation to the said annuity, or any part thereof.

Declaration of trusts of stock.

2. The trustees shall stand possessed of the said sum of £— [Two and a Half per cent. Consolidated Stock]: UPON TRUST, that the trustees, or the survivor of them, or the personal representatives (*e*) of such survivor (who are hereinafter collectively referred to as "the trustees"), shall either permit the said sum of stock to remain in its present state of investment, or shall, at their discretion, sell and dispose of the same and invest the proceeds of such sale in the names of the trustees in the purchase of any of the stocks, funds, shares or securities hereinafter mentioned, with power from time to time, with the consent in

(*d*) See sect. 78 of the L. P. A. 1925.

(*e*) See sect. 1 of A. E. A. 1925.

writing of the vendor, to transpose all or any of such investments into others of any nature hereby authorised.

3. The trustees shall stand possessed of the said sum of stock and the investments thereof (hereinafter called "the trust funds"), and the dividends and annual income thereof, upon the trusts following, that is to say; UPON TRUST out of the dividends and annual income of the trust funds, or out of the proceeds of the sale of a competent part of the trust funds, to pay all such sums as shall be necessary from time to time for the purpose of paying and keeping down the said annuity, as and when the same shall become payable as aforesaid, in case the vendor shall neglect or fail so to do for the space of — days after any quarterly payment of the same shall become due, and for the purpose of keeping indemnified the purchaser and the said premises comprised in the said deed of even date herewith, and every part thereof, against all claims, demands, actions and other proceedings for the recovery of or in relation to the said annuity or any part thereof.

4. PROVIDED ALWAYS, that It shall be lawful for the trustees, for the purposes aforesaid, or any of them, to sell and convert into money the said trust funds, or any part thereof, as and when occasion may require.

5. Subject to the trusts aforesaid, the trustees shall stand possessed of the trust funds and the investments thereof, and the dividends and annual income thereof, or so much thereof respectively as shall not actually have been required and applied under the trusts and provisions hereinbefore contained: UPON TRUST, during the life of the said [*annuitant*], to pay the dividends and income of the trust funds, as and when the same shall be received, to the vendor or his personal representatives: AND from and after the decease of the said [*annuitant*], UPON TRUST for the vendor absolutely.

6. Investment Clauses, see Vol. 2.

7. The power of appointing a new trustee of these presents in the place of the said [*first trustee*], or of any trustee to be hereafter appointed in his place, shall be exercisable by the vendor, or his personal representatives, and the power of appointing a new trustee in the place of the said [*second trustee*], or of any trustee to be hereafter appointed in his place, shall be exercisable by the purchaser, or his personal representatives.

II. INDEMNITY
BY DECLARA-
TION OF
TRUST OF
STOCK.

On default of
vendor to pay
annuity.

Power for
trustees to
realize.

Ultimate
trust for
benefit of
vendor.

Power of
appointing
new trustees.

II. INDEMNITY
BY DECLARA-
TION OF
TRUST OF
STOCK.

Indemnity
not to affect
covenants
for title.

8. Nothing herein contained shall operate to prejudice or affect the covenants for title by the vendor, contained or implied in the said deed of even date herewith, or any liability of the vendor, under or by virtue of the same.

IN WITNESS, &c.

III. INDEMNITY *against a RENTCHARGE by a GRANT of a POWER of ENTRY on other LANDS (f).*

Parties.

THIS INDEMNITY (*g*), &c., BETWEEN [*vendor*], of, &c. (hereinafter called "the vendor"), of the one part, and [*purchaser*], of, &c. (hereinafter called "the purchaser"), of the other part:

Recitals :
of conveyance
for sale ;

WHEREAS the vendor, being seised in fee simple in possession of a certain messuage, farm, lands, and hereditaments, called —, subject to and charged with the payment of a perpetual yearly rentcharge (*h*) of £—, created by a deed dated, &c., and made, &c., and to the powers and remedies thereby given to the said [*the chargee*] for securing the same, has lately agreed to sell to the purchaser a certain piece or parcel of land, containing by admeasurement — acres or thereabouts, parcel of the said lands and hereditaments, and the inheritance thereof in fee simple, free from all incumbrances, at or for the price or sum of £—.

of conveyance
to purchaser ;

AND WHEREAS in pursuance of the said agreement, and for the consideration aforesaid, by a deed bearing even date with, but executed before the execution of these presents, and made between the vendor, of the one part, and the purchaser, of the other part, the said piece or parcel of land and hereditaments have been conveyed unto the purchaser in fee simple.

of agreement
to give
indemnity.

AND WHEREAS, upon the treaty for the purchase aforesaid, it was agreed between the parties hereto, that the vendor should give to the purchaser such indemnity as is hereinafter expressed and contained in respect of the said rentcharge.

(*f*) Notice of this deed should be indorsed on the last conveyance of the hereditaments comprised in the schedule. As to entering on the register a notice of the power of entry in the case of registered land, see L. R. A. 1925, and L. R. Rules. The indemnity is usually given in this form, but if desired, another rentcharge may be created on other land by way of indemnity, as in Key & Elph., 11th ed., p. 844.

(*h*) See sect. 121 of the L. P. A. 1925.

NOW THIS DEED WITNESSETH, and it is hereby agreed and declared, as follows:—

1. The vendor hereby covenants with the purchaser in manner following, that is to say: That the said yearly rentcharge of £—— shall henceforth be exclusively charged upon and issuing out of the farm and hereditaments mentioned in the schedule hereto, being so much of the said messuage, farm, lands, and hereditaments called ——, as is not comprised in the said deed of even date herewith.

III. GRANT OF
POWER OF
DISTRESS BY
WAY OF
INDEMNITY.

Testatum.

Covenant that
rentcharge
shall be
exclusively
charged on
other
premises.

2. If, at any time or times hereafter (*i*), any distress, entry, claim, or demand shall be made or levied in or upon any part or parts of the lands and hereditaments comprised in the said deed of even date for recovering payment of the said yearly rentcharge of £——, or any part thereof (*k*), then and in every such case it shall be lawful for the said [*rent chargee*] to enter into and retain possession, and take the rents and profits of the hereditaments mentioned in the schedule hereto, or any part thereof (such entry, when made, to be without impeachment of waste), until and to the intent that, by the means aforesaid, the purchaser shall be fully paid and satisfied [by the vendor or his personal representatives] all sums of money, costs, damages, charges, and expenses which he shall or may have incurred or sustained by reason of such distress, entry, claim, or demand as aforesaid, or any action or proceeding for recovering payment of the said yearly rentcharge of £——, or otherwise in relation thereto (*l*); AND also the costs and expenses attending any entry or other proceeding made or taken under the authority of these presents.

IN WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

(*i*) See L. P. A. 1925, s. 162, as to restrictions on the perpetuity rule.

(*k*) Sect. 121 (2) of the L. P. A. 1925.

(*l*) As to the release of land subject to a rentcharge, see sect. 70 of the L. P. A. 1925.

IV. INDEMNITY BY
VENDOR TO
PURCHASER.

IV. DEED of INDEMNITY by a VENDOR to a PURCHASER in
respect of the TITLE where INVESTIGATION of the TITLE
is dispensed with (m).

Parties.

THIS INDEMNITY (n), made the — day of —, 19—,
BETWEEN [*vendor*], of, &c. (hereinafter called “the vendor”), of
the one part, and [*purchaser*], of, &c. (hereinafter called “the
purchaser”), of the other part.

Recital of
conveyance
to purchaser;

WHEREAS by a deed bearing even date with these presents,
and made between [*parties*], for the consideration therein men-
tioned, the vendor has conveyed a messuage, farm, lands, and
hereditaments known as —, situate, &c., comprising — acres,
or thereabouts, to the purchaser [in fee simple].

of agreement
to give
absolute
covenants
for title.

AND WHEREAS the purchaser agreed to dispense with the in-
vestigation of the title to the said lands and hereditaments, and
the purchase thereof was completed on condition that the vendor
should give an absolute guarantee of such title, and for that pur-
pose should enter into absolute covenants for the title to and
further assurance of the said lands and hereditaments in manner
hereinafter expressed, which covenants are to override and be in
nowise controlled by the qualified or restricted covenants implied
in the said deed of even date herewith.

Covenants
for title.

NOW THIS DEED WITNESSETH that, in pursuance of
the said agreement and condition, and in consideration of the
premises, the vendor hereby covenants with the purchaser that in
addition to the qualified or restricted covenants by the vendor for
the title to and further assurance of the said premises, which are
implied in the said conveyance of even date herewith (o), the same
or the like covenants shall be deemed to be thereby implied on the
part of the vendor, but without any qualification or restriction as
regards the persons to whose acts, defaults, or omissions such
covenants extend.

IN WITNESS, &c.

(m) This precedent can be adapted to the case of a defective title by
reciting the defect and the agreement to complete upon the title being
guaranteed and absolute covenants for title given.

(n) Stamp, 10s.

(o) See L. P. A. 1925, Second Schedule, Part I.

LEASES.

PRELIMINARY NOTE.

STAMP DUTIES.

1. Under the Stamp Duty Act, 1891, the stamp duty on leases is regulated by a graduated scale set out in the schedule to the Act, under the heading "Lease or Tack," which is as follows:—

LEASE or TACK— £ s. d.

(1.) For any definite term not exceeding a year:

Of any dwelling-house or part of a dwelling-house at a rent not exceeding the rate of 10*l.*

per annum 0 0 1

(2.) For any definite term less than a year:

(a) Of any furnished dwelling-house or apartments where the rent for such term exceeds 25*l.*

0 2 6

(b) Of any lands, tenements, or heritable subjects except or otherwise than as aforesaid

{ The same duty as a lease for a year at the rent reserved for the definite term.

(3.) For any other definite term or for any indefinite term:

Of any lands, tenements, or heritable subjects—

Where the consideration, or any part of the consideration, moving either to the lessor or to any other person, consists of any money, stock, or security:

In respect of such consideration

Where the consideration or any part of the consideration is any rent:

In respect of such consideration:

If the rent, whether reserved as a yearly rent or otherwise, is at a rate or average rate:

{ The same duty as a conveyance on a sale for the same consideration.

[TABLE

LEASES.

	If the term does not exceed 35 years, or is indefinite.			If the term exceeds 35 years, but does not exceed 100 years.			If the term exceeds 100 years.		
	£	s.	d.	£	s.	d.	£	s.	d.
Not exceeding 5% per annum	0	0	6	0	3	0	0	6	0
Exceeding—									
5% and not exceeding 10%.	0	1	0	0	6	0	0	12	0
10% " " 15%.	0	1	6	0	9	0	0	18	0
15% " " 20%.	0	2	0	0	12	0	1	4	0
20% " " 25%.	0	2	6	0	15	0	1	10	0
25% " " 50%.	0	5	0	1	10	0	3	0	0
50% " " 75%.	0	7	6	2	5	0	4	10	0
75% " " 100%.	0	10	0	3	0	0	6	0	0
100%.									
For every full sum of 50%., and also for any fractional part of 50% thereof.	0	5	0	1	10	0	3	0	0

(4.) Of any other kind whatsoever not hereinbefore described £ s. d.
0 10 0

By sect. 75 of the Finance (1909-10) Act, 1910, the stamp duties chargeable under the above heading are doubled, except in the case of leases or tacks, on which a fixed duty of a penny is chargeable under that heading; but sect. 15 of the Revenue Act, 1911, exempts the consideration (other than rent) from the increased duty where such consideration does not exceed in amount or value 500*l.* and the instrument contains the statutory certificate as to value.

The last mentioned section does not, however, apply "in any case where part of the consideration for any lease or tack consists of rent, and that rent exceeds the sum of twenty pounds a year."

2. Sect. 75 (1) of the Stamp Act, 1891, provides that an agreement for a lease or tack or letting for a term not exceeding thirty-five years or for an indefinite term, is to be charged with the same duty as a lease or tack for the same consideration and term; but (sub-sect. 2) that a lease or tack made subsequently to and in conformity with such an agreement duly stamped is to be charged with the duty of 6*d.* only.

3. Under sect. 76 of the same Act, where the consideration or part of the consideration for a lease, or agreement for a lease, consists of produce or goods, the lease or agreement is chargeable with *ad valorem* duty on the value of such produce or goods.

4. A lease, tack, or agreement is not to be charged with duty in respect of penal rents, or by reason that it is made in consideration of the surrender of an existing lease, tack, or agreement (sect. 77 (1)); or in respect of further consideration of a covenant for improvement of or addition to the property or any covenant relating to the matter of the lease (sect. 77 (2)). And the duty is restricted to 35s. in the case of a lease for lives or for a term determinable with lives not exceeding three, and of a lease by an ecclesiastical corporation, aggregate or sole, for a term not exceeding twenty-one years (sect. 77 (3)) (a).

5. Sect. 78 provides that the duty may be denoted by an adhesive stamp in the case of a lease (a) of a house for a term not exceeding a year, and at a rent not exceeding 10*l.*, and (b) of a furnished dwelling-house or apartments for less than a year.

MINERAL RIGHTS DUTY.

As to this duty, see sects. 20 to 24 of the Finance (1909-10) Act, 1910, and sect. 11 of Finance Act, 1912.

THE LAW OF PROPERTY ACT, 1925.

The Act of 1925 consolidates the law contained in the Conveyancing Acts, 1881 to 1911, with several important alterations and additions.

The following brief notes specify the sections in which the old law is now to be found, and set out the most important of the new provisions. But in every case it is essential to refer to the Act itself (b).

In the interpretation clause, sect. 205 (ii) of the Law of Property Act, 1925, "conveyance" includes "lease," but sub-Interpreta-
tion.

(a) As to leases for lives, see now sect. 149, sub-s. (6) of the L. P. A. 1925, but note that this sub-section does not apply to any term taking effect in equity under a settlement or created out of an equitable interest under a settlement for mortgage, indemnity, or other like purposes.

(b) See The Law of Property Act, 1925, edited, with full notes, by W. H. Aggs and H. W. Law.

sect. (5) of sect. 76 of the Act excludes a lease at a rent from that section which relates to implied covenants.

General words.

Under sect. 62 (1) general words are included in leases in the absence of a contrary intention (sub-sect. (4)). (See *Pollard v. Gare*, [1901] 1 Ch. 834.)

Title deeds.

Sect. 64, as to acknowledgments and undertakings as to title deeds, is general in terms and applies to leases.

Rent and covenants to run with the reversion.

Sect. 141 makes the rent and the benefit of the lessee's covenants run with the reversion, notwithstanding severance of that reversion, and (re-enacting sect. 2 of the Conveyancing Act, 1911) provides that conditions broken before the severance of the reversion may be taken advantage of by the person subsequently becoming entitled thereto. Sect. 140 (1) provides that on severance of the reversion the conditions and the right of re-entry in the lease shall be apportioned to the severed parts. Sub-sect. (2) of sect. 140 introduces a new provision, as follows: (2) In this section "right of re-entry" includes a right to determine the lease by notice to quit or otherwise; but where the notice is served by a person entitled to a severed part of the reversion, so that it extends to part only of the land demised, the lessee may, within one month determine the lease in regard to the rest of the land by giving to the owner of the reversionary estate therein a counter notice expiring at the same time as the original notice. Sect. 142 makes the obligation of the lessor's covenants to run with the reversion on severance.

Intending lessee excluded from calling for title to reversion.

Sect. 44 makes the statutory root of title thirty years instead of forty years, and (*inter alia*) re-enacts the first rule in sect. 2 of the Vendor and Purchaser Act, 1874 (which excludes an intended lessee from calling for the freehold title), and sect. 13 of the Conveyancing Act, 1881 (which excludes an intended lessee on a contract for a sub-lease from calling for the title to the reversion). Sub-sect. (5) of sect. 44 reverses the rule in *Patman v. Harland* (1881), 17 Ch. D. 353, by providing that where an intending lessee is not entitled to call for the title to the freehold or to a leasehold reversion, he is not to be affected with notice of any matter or thing of which, if he had contracted that such title should be furnished, he might have had notice.

Relief against forfeiture under sect. 146.

Sect. 146 (re-enacting, with certain alterations, sect. 14 of the Conveyancing Act, 1881, as amended by sect. 2 of the Conveyancing Act, 1892), places restrictions on the lessor's right of

re-entry or forfeiture for breach of covenants, and gives relief to the lessee upon certain terms.

Under sect. 99, either a mortgagor "in possession" or a mortgagee "in possession" may grant (1) an agricultural or occupation lease not exceeding twenty-one years, or, in the case of a mortgage made after January 1st, 1926, fifty years; (2) a building lease not exceeding ninety-nine years, or, in the case of a mortgage made after January 1st, 1926, nine hundred and ninety-nine years. "Mortgagor" does not, for the purpose of this section, include an incumbrancer deriving title under an original mortgagor. (Sub-sect. 18.)

Leases by mortgagor or mortgagee in possession.

Sect. 68 (re-enacting sect. 55 of the Conveyancing Act, 1881) makes receipts in the body of a deed, or indorsed thereon, evidence of payment in favour of a subsequent purchaser.

Sect. 79 renders it no longer necessary for a lessee to covenant expressly for his assigns in order to bind them to do some act relating to the land, the subject matter of which is not in existence when the covenant is made.

By sect. 147:—“(1) After a notice is served on a lessee relating to the internal decorative repairs to a house or other building, he may apply to the Court for relief, and if, having regard to all the circumstances of the case (including in particular the length of the lessee's term or interest remaining unexpired) the Court is satisfied that the notice is unreasonable, it may, by order, wholly or partially relieve the lessee from liability for such repairs.

Relief in respect of internal decorative repairs.

“(2) This section does not apply—

“(i) where the liability arises under an express covenant or agreement to put the property in a decorative state of repair and the covenant or agreement has never been performed;

“(ii) to any matter necessary or proper—

“(a) for putting or keeping the property in a sanitary condition, or

“(b) for the maintenance or preservation of the structure;

“(iii) to any statutory liability to keep a house in all respects reasonably fit for human habitation.

“(iv) to any covenant or stipulation to yield up the house or other building in a specified state of repair at the end of the term.

“(3) In this section ‘lease’ includes an underlease and an agreement for a lease, and ‘lessee’ has a corresponding meaning and includes any person liable to effect the repairs.

“(4) This section applies whether the notice is served before or after the commencement of this Act, and has effect notwithstanding any stipulation to the contrary.”

Sect. 149 abolishes the doctrine of *interesse termini* and declares that terms to take effect more than twenty-one years from the date of the instrument shall be void (unless under a settlement), and that leases for lives or determinable on marriage shall take effect as for a term of ninety years, determinable after the death or marriage by one month’s notice in writing.

THE SETTLED LAND ACT.

The Settled Land Act, 1925, consolidates the law relating to settled land, contained in previous enactments, and introduces many new provisions. The Settled Estates Act, 1877, and the Settled Land Acts, 1882 to 1890 (except sect. 30 of the Act of 1882), are now repealed.

Definitions,
&c.

As to (1) the definition of “settlement” and “tenant for life” under the Settled Land Act, 1925; (2) the powers given to a tenant for life under that Act; (3) the exercise of the powers of the Act on behalf of infants and lunatics, and by married women; and (4) notices under the Act, reference should be made to the Act itself, see sects. 1, 117, 38 to 72, 102, 28, 25, 101.

The new term “statutory owner” is defined in sect. 117 (1) (xxvi) as meaning “the trustees of the settlement or other persons who, during a minority, or at any other time when there is no tenant for life, have the powers of a tenant for life under this Act, but does not include the trustees of the settlement, where by virtue of an order of the Court, or otherwise, the trustees have power to convey the settled land in the name of the tenant for life.”

Terms and
requirements
of leases.

By sect. 41 a tenant for life may grant a lease of settled land or any easement, right, or privilege for a term not exceeding, for a building lease, nine hundred and ninety-nine years; for a mining lease, one hundred years; for a forestry lease, nine hundred and ninety-nine years; for any other lease, fifty years.

By sect. 42, sub-sect. (1), every lease (save as thereafter provided) must be by deed, and must take effect in possession not later than twelve months after its date, or in reversion after an existing lease having not more than seven years to run at the date of the new lease, must reserve the best rent, regard being had to any fine or other circumstances, and must contain a covenant by the lessee to pay the rent, and a power of re-entry on the rent not being paid within a time specified not exceeding thirty days, and (sub-sect. (2)) a counterpart must be delivered to the tenant for life or statutory owner.

By sub-sect. (5) of sect. 42 it is provided as follows:—"A lease at the best rent that can be reasonably obtained without fine, and whereby the lessee is not exempted from punishment for waste, may be made:—

"(i) Where the term does not exceed twenty-one years—

"(a) without any notice of an intention to make the lease having been given under this Act (see sect. 101), and

"(b) notwithstanding that there are no trustees of the settlement; and

"(ii) where the term does not extend beyond three years from the date of the writing, by any writing under hand only containing an agreement instead of a covenant by the lessee for payment of rent."

As to leases of water rights, see sect. 54.

As to leases of land for public purposes, see sect. 55.

As to leases for small dwellings, small holdings, or working-class dwellings, see sect. 57.

Sects. 44 to 48 contain regulations respecting building, mining and forestry leases. For definitions of "building purposes" and "building lease," see sect. 117 (1) (i); of "rent," see sect. 117 (1) (xxii); and "mines and minerals," see sect. 117 (1) (xv).

Under sect. 46 the Court may authorise building or mining leases for longer terms and on other conditions than those specified in the Act under circumstances therein mentioned.

Sect. 47 provides for the setting aside part of the mining rent as capital—where the tenant for life or statutory owner is impeachable for waste in respect of minerals three-fourths, otherwise one-fourth.

Building and mining leases.

Court may extend terms and conditions of building and mining leases.

Extension of
powers of
leasing.

Sect. 43 extends the tenant for life's powers of leasing to granting (i) a lease under a covenant of renewal, and (ii) a lease for confirming a void or voidable lease.

Power to
accept
surrenders.

Sect. 52 enables the tenant for life to accept a surrender of lease. As to the rights of an assignee for value of the estate or interest of a tenant for life, see sect. 104.

Principal
mansion
house, &c.

Under sect. 10 of the Settled Land Act, 1890, the principal mansion house, pleasure grounds, and park and lands (if any) usually occupied therewith could not be leased without the consent of the trustees of the settlement or an order of the Court. This section is now replaced by sect. 65 of the Settled Land Act, 1925, which enacts as follows:—

“(1) The powers of disposing of settled land conferred by this Act on a tenant for life may be exercised as respects the principal mansion house (if any), on any settled land, and the pleasure grounds and park and lands (if any) usually occupied therewith.

“Provided that those powers shall not be exercised without the consent of the trustees of the settlement or an order of the Court—

“(a) if the settlement is a settlement made or coming into operation before the commencement of this Act and the settlement does not expressly provide to the contrary; or

“(b) if the settlement is a settlement made or coming into operation after the commencement of this Act and the settlement expressly provides that these powers, or any of them, shall not be exercised without such consent or order.

“(2) Where a house is usually occupied as a farmhouse, or where the site of any house and the pleasure grounds and park and lands (if any) usually occupied therewith do not together exceed twenty-five acres in extent, the house is not to be deemed a principal mansion house within the meaning of this section, and may accordingly be disposed of in like manner as any other part of the settled land.”

Power to lay
out streets,
&c.

Sect. 56 enables the tenant for life to lay out streets, gardens, and other open spaces in connection with a building lease, as if he were an absolute owner.

Separate
dealing with
surface and
minerals.

Sect. 50 provides for the separate dealing with the surface and minerals.

Fines and the proportion set aside as capital of mining rents must be invested or applied in accordance with the provisions of sect. 73. Capital money.

A lessee dealing in good faith with the tenant for life or statutory owner is protected by sect. 110. Protection of lessee.

It will be observed that in the following precedents a word describing the general character of the deed is employed in lieu of the word "indenture," as it is obviously convenient to have, at the commencement of the document, an indication of the nature of the transaction intended to be effected. This practice is expressly permitted by sect. 57 of the Law of Property Act, 1925, but the use of the word "indenture" is not, of course, precluded, if preferred, and where it is difficult to find an appropriate single word to describe the document, it may be convenient to retain the old heading "this indenture." By sub-sect. (2) of sect. 56: "A deed between parties, to effect its objects, has the effect of an indenture though not indented or expressed to be an indenture." Sub-sect. (1) of sect. 56 should also be noted, *i.e.*, that "a person may take an immediate or other interest in land or other property, or the benefit of any condition, right of entry, covenant or agreement over or respecting land or other property, although he may not be named as a party to the conveyance or other instrument."

PRECEDENTS.

LEASES, &C. (HOUSES).

I. AGREEMENT *for the* LETTING of FURNISHED LODGINGS *with* ATTENDANCE, &c., *from* MONTH to MONTH *or* WEEK to WEEK (a).

AN AGREEMENT (b), made the — day of —, 19—,
BETWEEN [*landlord*], of, &c. (hereinafter referred to as "the land- Parties.

(a) As to the implied warranty in the case of a tenancy of a furnished house that it is fit for habitation, see *Smith v. Marrable*, 11 M. & W. 5; *Wilson v. Finch-Hatton*, 2 Ex. D. 336. There is no such warranty in

(b) Stamp, 5s., if the rent exceeds 25*l.* for the term. If under Stamp. 25*l.*, then the same duty as a lease for a year at the rent reserved for the definite term: see Preliminary Note, *ante*, p. 538.

I. AGREEMENT
FOR LETTING
FURNISHED
LODGINGS.

lord"), of the one part; and [*tenant*], of, &c. (hereinafter referred to as "the tenant"), of the other part. WHEREBY IT IS AGREED as follows:—

Agreement.

Parcels;

with furni-
ture, &c. in
schedule.

Term.

Rent.

1. The landlord shall let, and the tenant shall take, ALL THAT the ground floor and the two front attics, with the back coal-cellar, of the dwelling-house of the landlord, situate in — street, in the parish of —, &c. together with the use of the front kitchen and the back yard, with the appurtenances (*c*), in common with the occupier for the time being of the other part of the said dwelling-house (*d*); together with the fixtures, furniture, utensils, and things, particularly mentioned in the schedule hereto, and also such attendance as is hereinafter mentioned, from the — day of —, 19—, from month to month [*or*, from week to week], until one of the parties hereto shall give to the other in writing one month's [*or*, one week's] notice to quit, such notice to expire on the — day of any month [*or*, on any Saturday]; at the rent of £— for every calendar month (*e*) [*or*, week], to be

the case of an unfurnished house (see *Manchester, &c. Co. v. Carr*, 5 C. P. D. 507; or apparently in the case of a house let partly furnished: *Chester v. Powell*, (1885) W. N. 67; 52 L. T. 722), except in the case of artisans' dwellings: 53 & 54 Vict. c. 70, s. 75; and see Housing of the Working Classes Act, 1903, s. 12; *Walker v. Hobbs*, 23 Q. B. D. 458; Housing, Town Planning, &c. Act, 1909, ss. 14, 15; *Ryall v. Kidwell & Son*, [1914] 3 K. B. 135. There is no implied warranty by or on behalf of an intending tenant that he is not suffering from an infectious disease: see *Humphreys v. Miller*, [1917] 2 K. B. 122.

(*c*) A lodger has, in the absence of stipulation to the contrary, the right to use the door bell, knocker, skylight on the staircase, and watercloset: *Underwood v. Burrows*, 7 C. & P. 26.

(*d*) If it be so agreed, add here—

Gas.

Liberty to
put name on
door and to
fix a bell.

"including gas light which is to be supplied by the landlord."

Or, "And liberty to put the name and profession of the tenant on the front door of the said dwelling-house, in such characters, manner, and form as he shall think proper; AND ALSO to place and fix a bell with wires extending to either of the said front attics, with the words 'night bell' affixed near the handle, on the outside of the door of the said dwelling-house."

(*e*) Except in mercantile contracts in the City of London, "month" means "lunar month," unless the contract shows that calendar month was intended: *Helsham Jones v. Hannen & Co.*, 84 L. J. Ch. 569; 112 L. T. 281.

paid at the end of every such month [*or*, payable on the — day of every month, *or*, to be paid on Saturday in each week] during the tenancy.

I. AGREEMENT
FOR LETTING
FURNISHED
LODGINGS.

2. The tenant will pay to the landlord the rent hereby reserved in manner aforesaid, and at the end of the tenancy will leave the premises and the said fixtures, furniture, utensils, and things, in as good state and condition as the same now are, reasonable wear and tear and damage by fire excepted; AND ALSO, will replace such part of the glass, china, and earthenware as shall be broken or missing, with other articles of the same pattern and of equal value.

After notice,
tenant to quit
and leave the
furniture, &c.
in good
condition,
and to replace
broken glass,
&c.

3. The tenant will not assign, underlet, or part with his interest hereunder without the landlord's consent in writing (*f*).

4. The landlord will pay [the superior rent and] all rates, taxes, and impositions of every description, and insurance and other outgoings payable in respect of the premises during the tenancy, except gas and electricity, which shall be paid by the tenant; and will during the tenancy keep the premises and furniture in good repair and condition, and replace such part of the fixtures and furniture as shall by reasonable wear and tear be rendered unfit for use.

Landlord
to repair
premises and
furniture (*g*).

5. The landlord will not, during the tenancy, do or permit, or suffer to be done in or upon the said dwelling-house and premises, anything of a noisy or offensive nature.

6. The landlord will find and provide the tenant with all necessary and proper attendance (*h*), including cooking and boot and shoe cleaning, and also will find and provide him with proper and

Landlord to
provide
attendance
and linen,
plate, &c.

(*f*) As to a covenant not to assign or underlet running with the land, even though "assigns" are not mentioned, see *Re Robert Stephenson & Co., Ltd.*, [1915] 1 Ch. 802; *Goldstein v. Sanders*, *ibid.*, 549; and as to the assigns being bound by a covenant, see now sect. 79 of the L. P. A. 1925.

(*g*) A landlord is not liable for damage under his covenant to repair unless he had express notice of the defect; *Makin v. Watkins*, L. R. 6 Ex. 25; but this rule does not apply where the landlord lets part of the house and retains control and possession of the portions, the defective condition of which causes the damage: *Melles & Co. v. Holme*, [1918] 2 K. B. 100.

(*h*) As to this being an obligation "with reference to the subject-matter of the lease" within sect. 11 of the C. A. 1881 (now re-enacted in sect. 142 of the L. P. A. 1925), see *Barnes v. City of London Real Property Co.*, [1918] 2 Ch. 18.

I. AGREEMENT
FOR LETTING
FURNISHED
LODGINGS.

sufficient linen, china, glass, knives, silver or plated forks and spoons, and other necessary household articles to enable him to reside comfortably in the said apartments and premises during the tenancy.

Tenant if dis-
turbed, &c.
may deter-
mine tenancy.

7. If at any time during the tenancy, the tenant shall be annoyed or disturbed by anything of a noisy or offensive nature, contrary to the stipulation hereinbefore contained, or if it shall appear that there is any embarrassment on the part of the landlord, or any danger of a distress for rent, rates, or taxes, or of an execution against the goods of the landlord, then and in any such case it shall be lawful for the tenant by notice in writing to determine the tenancy, and thereupon forthwith to quit possession of the premises, anything to the contrary herein contained notwithstanding; and in such case the tenant shall be liable to pay only a proportional part of the rent up to the day of his so quitting the premises: PROVIDED, nevertheless, that the tenant shall not hereby be deprived of the protection of the provisions of the Law of Distress Amendment Act, 1908, or (if and so far as such Act does not apply) of the Lodgers' Goods Protection Act, 1871 (*i*).

The Law of
Distress:
Lodgers'
Goods Protec-
tion Act, 1871.

(*i*) As to the protection of the goods of lodgers from distress for rent due by the letter of the lodgings to his superior landlord, see now the Law of Distress Amendment Act, 1908, which by sect. 8 repeals the Lodgers' Goods Protection Act, 1871, "wherever and so far as" the 1908 Act applies. As to the meaning of lodger, see *Ness v. Stephenson*, 9 Q. B. D. 245; and *Phillips v. Henson*, 3 C. P. D. 26. See also *Morton v. Palmer*, 51 L. J. (Q. B. D.) 7; and *Bradley v. Baylis*, 8 Q. B. D. 195, a registration case. The following is suggested as a form of declaration under the Act (which need not be a statutory declaration: see *Rogers, &c. Co. v. Martin*, [1911] 1 K. B. 19):—

Form of
declaration.

To Mr. [landlord].

I [lodger], of &c., hereby declare that [mesne tenant] has no right of property or beneficial interest in the furniture, goods and chattels, an inventory whereof is hereunder written; but that such furniture, goods and chattels are my property [or in my lawful possession]. And further, that I now owe to the said [mesne tenant] £— on account of rent for the month expiring — last, and that a further instalment of rent of the same amount will become due on the — day of — next and on the — day of each succeeding month during the continuance of the tenancy from month to month under which I now occupy the premises. And I hereby undertake to pay to you the rent so due or to become due as aforesaid until the arrears of rent due to you have been paid off.

The Inventory above referred to.

Dated the — day of —, 19—.

A. B.

8. If any monthly [*or*, weekly] payment of rent shall be in arrear for more than — days, it shall be lawful for the landlord to re-enter on the premises, and forthwith to determine the tenancy.

I. AGREEMENT
FOR LETTING
FURNISHED
LODGINGS.

Power of
re-entry.

AS WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

II. AGREEMENT (*k*) for TENANCY of a HOUSE and GARDEN, with use of FURNITURE, PLATE, LINEN, &c. (*l*) for SIX MONTHS. (A CONCISE FORM.)

AN AGREEMENT (*m*), made the — day of —, 19—, BETWEEN [*landlord*], of, &c. (hereinafter called “the landlord”), Parties. of the one part, and [*tenant*], of, &c. (hereinafter called “the tenant”), of the other part: WHEREBY the landlord agrees to Agreement. let and the tenant agrees to take ALL THAT house situate and Parcels. being No. —, in — Crescent, —, in the county of —, with the offices, stabling, garden, and appurtenances thereto belonging, together with the use of the fixtures, furniture, plate, linen, utensils, and effects mentioned in the schedule hereto; AND ALSO with the right to such produce of the garden as the tenant shall require for the use of himself and his household and establishment; AND ALSO with such attendance as is hereinafter mentioned, for the term of six calendar months commencing from the — day of — next, at a rent of £— for the said term, payable in advance, as to one moiety thereof, upon the execution of this agreement, and as to the remaining moiety thereof, immediately on the expiration of three calendar months of the said term. The landlord agrees to pay all rates, taxes, and assessments, except gas, electricity, and water rates, and to execute at

Landlord
agrees to pay
taxes, &c.,

(*k*) This form is adapted to the letting of houses at seaside and other resorts “for the season.” As the furniture, &c. belongs to the landlord, he has practically no remedy by distress; it is usual to require the rent to be paid in advance, as provided in the text.

Payment of
rent in
advance.

(*l*) As to the implied warranty by the landlord on letting a furnished house, that the house is fit for the occupation of the tenant, see *ante*, p. 545, note (*a*).

Warranty
that house
is fit for
occupation.

(*m*) Stamp, 5s., if the rent exceeds 25*l*. for the term: see *ante*, pp. 537, 538. Stamp.

II. AGREE-
MENT FOR
LETTING
FURNISHED
HOUSE FOR
A SHORT
PERIOD.

to repair,
and provide
servants.

Tenant agrees
to deliver
possession
at end of
tenancy, to
replace break-
ages, to pro-
vide board for
servants, &c.

Proviso for
re-entry.

his own cost all necessary repairs of the premises (except as herein-
after mentioned) during the term, upon being requested by the
tenant so to do: AND to leave or provide — servants who shall
reside in the house and attend upon the tenant, and also a gar-
dener, and to pay the wages of such indoor servants and gardener.
The tenant agrees to pay the said rent in manner aforesaid, and
to leave the premises, including the said fixtures, furniture, plate,
linen, utensils, and effects, in as good state and condition in all
respects as the same now are, reasonable wear and tear excepted,
and to replace such of the same respectively as shall be broken,
damaged, or missing, with other articles of the same pattern and
equal value; AND to permit the said indoor servants to reside
in the house, and to provide them with proper and sufficient board
and nourishment (including beer, or an allowance of — per
month respectively in lieu thereof); AND to bear all expenses
of washing and mending all table or house linen which he shall
use; AND not to assign or underlet the premises, or any part
thereof, without the previous consent of the landlord. PROVIDED
that if there shall be any breach by the tenant of the conditions
herein contained the landlord may re-enter upon any part of the
premises in the name of the whole, and determine the tenancy
without prejudice to his other remedies.

As WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

III. AGREEMENT *for the LETTING of a COTTAGE from*
YEAR to YEAR.

Parties.

AN AGREEMENT (*n*), made the — day of —, 19—,
BETWEEN [*landlord*], of, &c. (hereinafter called “the landlord”),
of the one part, and [*tenant*], of, &c. (hereinafter called “the
tenant”), of the other part.

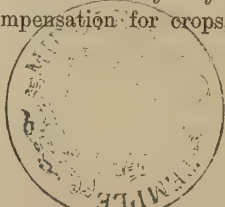
Parcels.

1. The landlord hereby agrees to let and the tenant hereby
agrees to take ALL THAT cottage, situate in the parish of —,
in the county of —, formerly in the occupation of —, together
with the garden (*o*) and appurtenances thereto belonging, for the

Stamp.

(*n*) Stamp, *ad valorem* on yearly rent: *ante*, p. 538.

(*o*) As to compensation for crops, &c., see Allotments Act, 1922, s. 3.



term of one year certain from the — day of —, 19—, and afterwards from year to year, determinable, nevertheless, as is hereinafter mentioned, at the yearly rent of £—, payable quarterly on the usual quarter days in each year, the first payment to be made on the — day of — next, and the last payment to be made in advance one calendar month before the expiration of the tenancy (*p*). The said rent to be paid clear of all deductions, except for [land-tax and] property-tax (*q*).

III. AGREE-
MENT FOR
LETTING A
COTTAGE FROM
YEAR TO YEAR.

Term.

2. The tenant shall pay the said rent in manner aforesaid, and also all existing or future taxes, rates, assessments, and outgoings of every description (except as aforesaid) for the time being payable by the tenant in respect of the premises.

Tenant to
pay rent,
taxes, &c.

3. The tenant shall whitewash the cottage when required, and shall keep all cesspools and drains well cleansed, and shall keep the premises (including fixtures, but excepting the roof and outside walls) in good and tenantable repair, reasonable wear and tear excepted.

To repair.

4. The tenant shall not remove any fixtures belonging to him without first giving the landlord the option of purchasing the same at a valuation; and in case of removal of any such fixtures will repair all damages occasioned thereby.

Not to remove
fixtures.

5. The tenant shall cultivate the garden and orchard in a proper manner, and shall prune and preserve all fruit trees, and shall replace any that may perish through decay or accident, and shall leave as well those now growing as any hereafter to be planted, in good order and condition.

To cultivate
garden.

6. The tenant shall not assign or sublet the premises, or any part thereof, nor take or retain any lodger, or allow any married son or daughter to reside with him, nor keep a shop, without the written consent of the landlord or his agent duly authorised.

Not to assign
or sublet.

(*p*) A stipulation for the payment of the last quarter's rent in advance will enable the landlord to distrain for it before the expiration of the tenancy: see *Witty v. Williams*, 12 W. R. 755; 4 N. R. 138.

Rent in
advance.

(*q*) The lessor is bound to pay the landlord's property tax: Income Tax Act, 1918, Schedule (A.), No. VIII., rr. 1, 2, 3, and Rule 23 of the general rules; *Lamb v. Brewster*, 4 Q. B. D. 607; see also *Re Sturmeys Motors, Ltd.*, [1913] 1 Ch. 16. As to the tenant's right to deduct landlord's property tax, if paid by the tenant, from "the next payment of rent," see *Hill v. Kirschenstein*, [1920] 3 K. B. 556, and *Kirk v. Cunningham*, [1921] 3 K. B. 637; 90 L. J. K. B. 1345.

Property tax.

III. AGREEMENT FOR LETTING A COTTAGE FROM YEAR TO YEAR.

To leave premises in repair.

Landlord to have access.

Determination of tenancy.

Power of re-entry.

7. The tenant on the expiration or sooner determination of the tenancy shall deliver up the premises in such good and tenantable repair, order, and condition as aforesaid.

8. The landlord and his agents may have access to the premises at all reasonable times to view the state and condition of the same.

9. The tenancy shall be determined at any time after the expiration of the first year thereof on any quarter day upon three months' previous notice in writing by either party.

10. PROVIDED ALWAYS, that if and whenever any part of the said rent shall be in arrear for — days, whether legally demanded or not, or if and whenever there shall be a breach of any of the tenant's agreements the landlord may enter upon any part of the premises in the name of the whole and thereupon the tenancy shall determine.

AS WITNESS, &c.

IV. AGREEMENT *for a LEASE or UNDERLEASE of a PRIVATE HOUSE in LONDON, with or without FURNITURE* (r).

AN AGREEMENT (s), made the — day of —, 19—, BETWEEN A. B., of, &c. (who, and his successors in title and the persons deriving title under him or them (t), unless the contrary appears, are hereinafter called "the lessor"), of the one part; and C. D., of, &c. (who, and his executors, administrators, and

(r) This form should only be used where the lease cannot be immediately executed as there are objections to letting tenants into possession under agreements of this nature, the tenant being virtually tenant for the whole term: see *Walsh v. Lonsdale*, 21 Ch. D. 9. Sect. 146 of the L. P. A. 1925 (relating to restrictions on and relief against forfeiture of leases), applies to an agreement for a lease or underlease where the tenant is entitled to have such lease or underlease granted: see sub-sect. (5).

(s) Stamp, *ad valorem* on yearly rent reserved: see *ante*, p. 538.

(t) See sects. 78 and 79 of the L. P. A. 1925. An interpretation of the descriptions "lessor" and "lessee" is, however, convenient. The words "successors in title" apply, of course, to both freehold and leasehold land, and, if preferred, may be used in respect of the lessee also, although the conventional phrase, "executors, administrators and assigns," is retained in this and the following precedents.

Parties.

Stamp.

assigns, unless the contrary appears, are hereinafter called "the lessee"), of the other part.

1. The lessor shall before the — day of —, 19—, grant and the lessee shall accept a lease of (*u*), ALL THAT messuage, tenement, or dwelling-house, with the coach-house, stables, and garden behind the same, situate, &c., with the appurtenances thereunto respectively belonging (*x*), from the — day of —, 19— (*y*), for the term of — years, at the yearly rent of £—, payable quarterly, clear of all taxes, rates, impositions, outgoings, and assessments whatsoever, whether parliamentary, parochial, or local, or otherwise, now or during the said term payable by landlord or tenant in respect of the said premises, or any part thereof (*z*), except the land tax and landlord's property tax, the first payment thereof to be made on the — day of —, 19—; AND ALSO, a proportional sum for the period, if any, which may elapse between any quarterly day of payment and the determination of the said term, if the same shall be determined under the proviso for re-entry hereinafter mentioned, such proportional sum to become due and be paid immediately on the determination of the term (*a*).

2. In such indenture of lease shall be contained covenants on the part of the lessee, to pay the said yearly rent accordingly;

IV. AGREE-
MENT FOR A
LEASE OF
A HOUSE IN
TOWN.

Parcels.
Term.
Rent.

Covenants by
the lessee:
to pay rent;

Underlease.

(*u*) In the case of an underlease, say,

"without calling for the title of the lessor, accept an underlease."

Notwithstanding the provisions as to dispensing with production of the lessor's title contained in the Vendor and Purchasers Act, 1874, s. 2, and in the Conveyancing Act, 1881, s. 3, now re-enacted as sub-sects. (2) and (3) of sect. 44 of the L. P. A. 1925, a special stipulation is necessary to preclude an *underlessee* from calling for the title to the leasehold reversion: *Stranks v. St. John*, L. R. 2 C. P. 376; *Gosling v. Woolf*, [1893] 1 Q. B. 39; 41 W. R. 106; 68 L. T. 89.

(*x*) If furniture be leased with the house, say,

"together also with the use of all and singular the furniture, in and belonging to the said messuage, tenement, or dwelling-house mentioned and comprised in the schedule or inventory hereunder written, and signed by the said parties hereto."

Furniture.

(*y*) The day for the commencement of the term should be stated: see *Marshall v. Berridge*, 19 Ch. D. 233.

(*z*) See *Foulger v. Arding*, [1902] 1 K. B. 700; *Greaves v. Whitmarsh, Watson & Co.*, [1906] 2 K. B. 340.

(*a*) See *Re United Club and Hotel Co.*, W. N. (1889) p. 67; 60 L. T. 665.

IV. AGREE-
MENT FOR A
LEASE OF
A HOUSE IN
TOWN.

to pay taxes,
rates, &c. ;
to repair ;

to deliver up
at end of
term ;

not to remove
fixtures ;

not to assign
lease or under-
let without
consent ;

to use as
private
dwelling-
house only.

Power of
re-entry.

Furniture.

Insurance of
furniture.

AND ALSO, to pay all existing and future taxes, rates, duties, and assessments whatsoever in respect of the premises; AND ALSO once in every three years to paint twice over with good oil and colours all the outside wood, iron, and stone work of the said messuage; AND ALSO, once in every seven years to paint twice over with good oil and colours all the inside wood, iron, and stone work usually painted, and in like manner to grain all such parts of the woodwork as are now grained; AND ALSO, to keep the said messuage, or dwelling-house and premises (b), during the said term, in as good condition as the same are now in, and in such condition to deliver up the same, together with the several fixtures to the premises belonging, at the end or other determination of the said term, reasonable use and wear thereof only excepted; AND ALSO, to permit the lessor on notice at all reasonable times to enter and inspect the premises, and to repair if necessary; AND ALSO, to keep the premises insured (c) in the sum of £—— at the least, AND to produce the policies of insurance and receipts for premiums when required by the lessor; AND not at any time or times during the said term to remove, or cause or suffer to be removed from or out of the said messuage, tenement, dwelling-house and premises, any of the said [furniture or] fixtures on any account whatsoever; AND ALSO, not to assign or underlet the premises, or any part thereof, nor to make any alterations thereof, without the previous consent in writing of the lessor; AND ALSO, not to use the premises, or permit or suffer them to be used for any purpose except that of a private dwelling-house; AND not to exhibit on any part of the premises any notice or statement of any art, profession, trade, or business, or that any part less than the whole of the premises is or will be to let; AND not to cause or permit to be held on the premises any sale by auction without the previous consent in writing of the lessor; AND ALSO, a proviso for re-entry on the premises on non-payment of the said yearly rent by the space of twenty-one days next after the same

(b) If furniture be leased with the house, say,
“AND ALSO, the furniture mentioned and comprised in the schedule or inventory hereunto annexed.”

(c) If furniture be leased with the house, say,
“insured in the sums following, that is to say, the house and the appurtenances thereof (except the furniture) in the sum of £——, and the furniture in the sum of £——.”

shall become due, or on non-performance of any of the covenants to be contained in the said lease, and on the lessee's part to be performed (d); AND all (e) other usual (f) and reasonable covenants, including the usual covenant on the part of the lessor, for quiet enjoyment by the lessee.

IV. AGREEMENT FOR A LEASE OF A HOUSE IN TOWN.

3. The lessee will accept such lease as aforesaid, upon the terms and conditions above specified, and execute a counterpart thereof; AND ALSO, will pay the expenses of these presents and of a counterpart hereof, and of such lease and a counterpart thereof, to be prepared by the solicitor of the lessor.

Lessee covenants to accept lease, and pay the law charges.

4. This agreement shall not, nor shall anything herein contained operate or be deemed to operate as an actual or present demise of the said premises, or to give to the lessee any legal estate or interest therein, until the lease hereby provided for shall be actually executed.

Agreement not to operate as demise.

IN WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

(d) If the agreement be that the rent shall be suspended or abated in case of fire, &c. until the premises are restored by the landlord, omit the proviso for insurance, &c. by the tenant, and say,

Rent to be suspended or abated in case of fire, &c.

"AND ALSO, a proviso for the suspension or abatement of the said rent during such time as the premises, or any part thereof, shall remain useless, by reason of fire, storm, or tempest, the same to be referred to arbitration, or arbitration and umpirage, if any dispute should arise respecting the time or proportion of such suspension or abatement."

"AND ALSO, a covenant on the part of the lessor to rebuild or repair, in a proper and workmanlike manner, as soon as conveniently may be, such part of the premises as shall be damaged or destroyed by fire, storm, or tempest: AND it is hereby agreed, that if the premises shall be destroyed, damaged, or injured by fire, or otherwise, before the commencement of the said term, this agreement shall nevertheless continue in force, and be carried into execution in the same manner as if such event had not taken place. The said lease shall also contain all other, &c."

Lessor to rebuild in case of fire, &c.

Agreement to continue in force notwithstanding fire, &c. before commencement of term.

(e) If the lessor has only a term for years, say, "such other covenants (except the covenant for building) as are contained on the part of the lessee in the indenture of lease under which the lessor holds the said premises; AND ALSO, all"

Underlease.

Such covenants as are in original lease.

(f) As to what are "usual" covenants, see *Foa, Landlord and Tenant*, p. 434; *Lander and Bagley*, [1892] 3 Ch. 41.

V. AGREE-
MENT FOR
LEASE OF
A PUBLIC-
HOUSE.

V. AGREEMENT *for a LEASE of a PUBLIC-HOUSE by a
BREWER.*

Parties.

AN AGREEMENT (*g*), made this — day of —, 19—,
BETWEEN [*lessor*], of, &c. (hereinafter referred to as “the lessor”),
of the one part, and [*lessee*], of, &c. (hereinafter referred to as
“the lessee”), of the other part.

Parcels.

1. The lessor shall grant and the lessee shall accept a lease (*h*)
of ALL THAT messuage and public-house known as the “Crown
Inn,” situate in — Street, in the parish of —, in the county
of —, with the appurtenances thereto belonging, from the —
day of —, for the term of twenty-one years, determinable at
the end of the first seven or fourteen years at the option of the
lessee, to be signified by not less than six calendar months’ notice
in writing to the lessor, at the yearly rent of £—, payable
quarterly on the usual quarter days, the first payment to be made
on the — day of —, clear of all existing and future taxes,
rates, duties, impositions, outgoings, and assessments whatsoever,
except landlord’s property tax [and in consideration of a pre-
mium of £— payable as hereinafter mentioned].

Term.

Form of
lease.

2. The said lease and the counterpart thereof shall be prepared
by Messrs. —, the lessor’s solicitors, and shall contain the several
covenants and provisions, and be in the form [usually adopted
by the lessor for such leases], a copy of which has been seen and
signed as approved by the lessee, with such variations as the case
may require. And the lessee shall pay the costs [not exceeding
£—, exclusive of stamp duty] of and in relation to this agree-
ment and the said lease.

Premium (*i*).

3. [The lessor hereby acknowledges that he has received from
the lessee the sum of £—, part of the said premium, by way of
deposit. And the lessee shall pay to the lessor £—, further part
of the said premium, on the — day of —, and £—, the
residue thereof, on the — day of —.

4. If the lessee shall fail to perform this agreement the said
deposit shall be forfeited, and the lessee shall pay to the lessor
the further sum of £— as liquidated damages.]

AS WITNESS, &c.

Stamp.

(*g*) Stamp, *ad valorem* on yearly rent, and further duty as on a
conveyance on sale for the same consideration as the premium: see *ante*,
p. 537.

(*h*) See, as to an underlease, *ante*, Precedent IV., note (*e*).

(*i*) Clauses 3 and 4 will only be inserted if a deposit is paid.

VI. LEASE of a PUBLIC-HOUSE by a FIRM OF BREWERS.
 COVENANT by LESSEE to DEAL EXCLUSIVELY with
 LESSORS; and other SPECIAL COVENANTS.

VI. LEASE
 OF PUBLIC-
 HOUSE BY
 FIRM OF
 BREWERS.

THIS LEASE (*k*), made the — day of —, 19—, BETWEEN [*lessor*], of, &c., and [*lessor*], of, &c., carrying on the trade or business of brewers at —, in the county of —, in partnership, under the style or firm of — & Co. (who and their successors in business and assigns are hereinafter, unless the contrary appears, called “the lessors”), of the one part; and [*lessee*], of, &c., licensed victualler (who and his executors, administrators, and assigns are hereinafter, unless the contrary appears, called “the lessee”), of the other part: WITNESSETH, as follows:—

Parties and
 interpretation
 clause.

1. In consideration of the sum of £—, upon the execution of these presents paid by the lessee to the lessors (the receipt whereof is hereby acknowledged), and also in consideration of the rents hereinafter reserved, and of the covenants and agreements on the lessee's part hereinafter contained, the lessors do, and each of them doth hereby, demise unto the lessee ALL THAT [*describe parcels*, ante, p. 556], Together with the fixtures and fittings particularly mentioned in the schedule hereto: To HOLD the premises unto the lessee from the — day of —, 19—, for the term of — years next ensuing: PAYING therefor yearly during the said term and so in proportion for any less period than a year, the rent of £—, to be paid without any deduction (except for landlord's property tax, and except such deductions as may be made under sect. 21 of the Licensing (Consolidation) Act, 1910, and except also the sum of £—, being the sum which it is hereby agreed the lessee shall be entitled to recover as a debt due from or deduct from any sum due to the lessors on account of any increase of duty payable in respect of the licence occasioned by the Finance (1909-10) Act, 1910) (*l*) by equal quarterly payments on the — day of —, 19—, &c., the first of such payments to be made on the — day of —, 19—, and the last payment to be made in advance — calendar

Testatum.

Demise.

Parcels.

Habendum.

*Reddendum of
 yearly rent.*

(*k*) Stamp, *ad valorem* on rent, and also on amount of premium as on Stamp. a conveyance by way of sale: see ante, p. 537.

(*l*) As to deduction from rent, see the Licensing (Consolidation) Act, 1910, s. 21; see *London County Council v. Watney, Combe & Co.*, [1909] 1 K. B. 637; *Lord Llangattock v. Watney & Co.*, [1910] A. C. 394; *Knight v. City of London Brewery*, [1912] 1 K. B. 10.

VI. LEASE
OF PUBLIC-
HOUSE BY
FIRM OF
BREWERS.

*Reddendum of
moneys paid
for insurance.*

months before the expiration of the said term, or immediately upon the sooner determination thereof under or by virtue of the proviso for re-entry hereinafter contained: AND ALSO PAYING, yearly during the said term, by way of further rent, the sum or sums of money which the lessors shall from time to time expend in pursuance of the covenant on their part hereinafter contained, in insuring and keeping insured the said messuage and the offices and outbuildings thereof, and the fixtures or fittings specified in the schedule hereto, and any fixtures or fittings which may during the continuance of this demise be added thereto or substituted therefor against loss or damage by fire, and in insuring the plate-glass windows and mirrors against damage by accident, as herein-after mentioned; such further rent to be paid on demand on the quarterly day of payment of the said yearly rent of £— next ensuing after the said sum or sums shall have been expended:

*Reddendum of
penal rent for
selling liquors
not supplied
by lessors.*

AND ALSO PAYING, by way of further rent, the sum of £— in any and every year during the said term in which the lessee shall buy, consume, sell, or dispose of, either directly or indirectly, or permit to be bought, consumed, sold, or disposed of, either directly or indirectly, in, upon, out of, or about the messuage or tenement and premises hereby demised, or any part thereof, any wine, brandy, rum, hollands, gin, shrub, beer, ale, porter, stout, perry, cider, or any other spirit or liquor whatsoever, other than such as shall have been *bonâ fide* purchased of the lessors or their successors in business [*or, nominees*]; provided they shall at such time deal in such liquors as aforesaid, and shall be willing to supply the same to the lessee at the fair current market price thereof (*m*): Such last mentioned further rent to be paid on the quarterly day of payment of the said yearly rent of £— next ensuing after such purchase, consumption, sale, or disposal as aforesaid, and to be paid quarterly thereafter during the residue of the then current year: All the said rents to be paid without deduction.

*Covenants by
lessee to pay
rents;*

2. THE LESSEE HEREBY COVENANTS with the lessors that he the lessee will, from time to time during the term hereby granted, duly pay the said yearly rent or sum of £—, and the said further rents or sums, if and whenever the same shall become payable respectively, at the times and in the manner hereinbefore appointed for payment thereof respectively, without any deduction or abatement, except as hereinbefore mentioned; AND ALSO will, during the said

(*m*) See *Charrington & Co. v. Wooder*, [1914] A. C. 71.

VI. LEASE
OF PUBLIC-
HOUSE BY
FIRM OF
BREWERS.

term, pay and discharge all existing and future taxes, rates, assessments, duties, impositions, whether parliamentary, parochial, local, or otherwise, and outgoings (*n*) which may be payable by or imposed upon the landlord or the tenant in respect of the premises (except as aforesaid); AND ALSO, that he the lessee will, from time to time during the said term, at his own costs, sufficiently repair, amend, scour, cleanse, paint, glaze, pave, to repair ; and maintain the premises, and all erections and buildings whatsoever which during the said term shall be erected or built thereon, or on any part thereof; and the same premises, erections, and buildings so being in all things well and sufficiently repaired, amended, scoured, cleansed, painted, glazed, paved, and maintained, will, at the expiration or other sooner determination of the same term, peaceably and quietly yield up unto the person or persons who shall then be entitled to the same; Together with all the fixtures and fittings specified in the schedule hereto, and all other fixtures or fittings which now are, or at any time during the term hereby granted shall be fixed, fastened, or put up, in or about the premises, or any part or parts thereof, including all signboards and placards relating to the businesses of the lessee and the lessors respectively (damage by fire or tempest only excepted); AND will from time to time replace and make good any of the said fixtures and fittings, including all such signboards and placards as aforesaid as shall become or be worn out, destroyed, damaged, or lost, by other articles of similar quality; PROVIDED ALWAYS, that nothing herein contained shall render the lessee liable to replace any plate-glass windows or mirrors which the lessors shall be liable to insure against damage by accident under the covenant on their part hereinafter contained; AND FURTHER, that it shall be lawful for the lessors, or either of them, and for their or his servants, agents, or workmen, twice or oftener in every year during the term hereby granted (giving to the lessee three days' previous notice of his or their intention so to do), to enter at seasonable hours in the daytime into and upon the premises, and to search and inspect the condition of the repairs thereof, or any part thereof, with the appurtenances (including all such fixtures, fittings, signboards, placards, and things as aforesaid); AND to give or leave notice in writing at or upon the premises, or any part thereof, for the lessee to repair and to permit lessor to enter and inspect premises ;

(*n*) See *ante*, p. 553, note (*z*).

VI. LEASE
OF PUBLIC-
HOUSE BY
FIRM OF
BREWERS.

to repair on
notice;
to use pre-
mises as a
public-house;

not to lose
licences;

to insure
licences (2);

amend all defects, decays, or wants of reparation which shall be so found; AND that he the lessee will, within three calendar months after every such notice shall have been so given or left as aforesaid, well and sufficiently repair, amend, and make good all the defects, decays, and wants of reparation expressed in such notice (except damage by fire or tempest): AND FURTHER, that he the lessee [his permitted under-tenants, or his or their permitted assigns (o)] will, during all the term hereby granted, use and occupy, or cause to be used and occupied, the said messuage or tenement as or for an inn or public-house; and will at all times during the said term personally reside upon the demised premises, and carry on the business of a licensed victualler thereon so long as the necessary licences can be procured (p); and will not permit any gaming or riotous or disorderly practices to be carried on therein, or commit any offence against the laws for the time being in force with respect to publicans or licensed victuallers, but will keep and conduct the same premises in a proper and orderly manner, so as to afford no just or reasonable ground for the withdrawing or withholding of all or any of the licences for the sale of beer and ale and wine and spirituous liquors therein, as heretofore used and accustomed; and will from time to time apply for and do or cause to be done what shall be requisite for obtaining the renewal of such licence or licences; AND will at all times during the said term insure and keep insured such licence or licences against loss or forfeiture caused by the acts of the lessee in the — office, or some other well-established office to be approved of in writing by the lessors in the joint names of the lessors and the lessee, and will, upon the request of the lessors or their agent, produce the policy for every such assurance and the receipt for the last premium paid for the same; AND will pay or cause to be paid to the lessors all moneys received under or by virtue of such insurance; AND will not do or permit to

(o) The words in brackets avoid the mischief of an underlessee forfeiting the licences without the lessee being liable for a breach of his covenant: see *Bryant v. Hancock*, [1898] 1 Q. B. 716; [1899] A. C. 442; *Wilson v. Twamley*, [1904] 2 K. B. 99 (distinguish *Palethorpe v. Home Breweries Co.*, [1906] 2 K. B. 5).

(p) An assignment to a company is a breach of this covenant as to personal residence: see *Jenkins v. Price*, [1908] 1 Ch. 10.

(q) As to this covenant, see *Williams v. Lassell and Sharman*, 22 T. L. R. 443; and *Wootton v. Lichfield Brewery Co.*, [1915] 1 Ch. 44.

be done any act or thing on the premises which may invalidate any policy for the insurance of the premises against loss or damage by fire, or which may render any increased or extra premium payable in respect of any such policy: AND FURTHER that he the lessee [his permitted under-tenants, or his or their permitted assigns] will not buy, consume, sell, or dispose of, either directly or indirectly, or permit to be bought, consumed, sold, or disposed of, either directly or indirectly, in, upon, out of, or about the messuage or tenement and premises hereby demised, or any part thereof, any wine, brandy, rum, hollands, gin, shrub, beer, ale, porter, stout, perry, cider, or any other spirit or liquor whatsoever, other than such as shall have been *bonâ fide* purchased of the lessors, provided they shall at such time deal in such liquors as aforesaid, and shall be willing to supply the same to the lessee at the fair current market price thereof; AND ALSO will not assign or underlet or part with the possession of the premises, or any part thereof without the consent in writing of the lessors previously obtained for that purpose; AND ALSO that he the lessee will, at the expiration or sooner determination of the said term deliver up and do all necessary acts for assigning and transferring to the lessors, or to any other persons or person whom they shall nominate in that behalf, all the then existing licences and certificates affecting the premises, on being paid a fair proportion for any unexpired term thereof, and for obtaining such renewals thereof as the lessors, or such other persons or person as aforesaid, may require, at the cost of the person or persons requiring the same; AND that such licences if not so delivered up, assigned and transferred as aforesaid, shall be considered as lost or wilfully withheld by the holder thereof, so that the licensing justices may receive a copy thereof under sect. 43 of the Licensing (Consolidation) Act, 1910; AND will upon any application produce to the licensing justices and deposit with their clerk a plan of the premises; AND will make at his own expense and within the time fixed by the licensing justices such

VI. LEASE
OF PUBLIC-
HOUSE BY
FIRM OF
BREWERS.

to sell only
liquor
supplied by
lessors (r);

not to assign,
&c. without
leave;

to transfer
licences at
end of term.

(r) As to the effect of this covenant, see *Luker v. Dennis*, 7 Ch. D. 227; *Edwick v. Hawkes*, 18 Ch. D. 199; and *Manchester Brewery Co. v. Coombs*, [1901] 2 Ch. 608, and the cases cited therein. The burden of the covenant runs with the lease: *White v. Southend Hotel Co.*, [1897] 1 Ch. 767.

VI. LEASE
OF PUBLIC-
HOUSE BY
FIRM OF
BREWERS.

alterations as they shall lawfully direct (s): AND will, if required, attend before the justices at his own expense and consent to any such transfer or renewal: AND the lessors or any person appointed by them in that behalf are and is hereby irrevocably empowered to apply for and sign, give and do, in the name and as agents or agent of the lessee, all notices and acts which may be necessary or proper for obtaining such transfer or renewal as aforesaid, and on any such application the production of this deed shall be conclusive evidence of the lessee's consent to such transfer or renewal (t): AND if at any time such renewal shall be refused or be unobtainable for any cause other than the lessee's misconduct (in which case no compensation shall be paid to him), and payment of compensation for non-renewal shall be made, then subject to the approval of the licensing authority, there shall be paid to the lessee a sum not exceeding one-fifteenth part of the amount of such compensation, and the residue thereof shall be paid to the lessors (u).

Lessors'
covenants;
for quiet
enjoyment (x).

3. THE LESSORS hereby covenant with the lessee that the lessee paying the rents hereby reserved, and performing and observing the several covenants, conditions and agreements herein contained, and on his part to be performed and observed, shall and may peaceably possess and enjoy the premises for the term hereby granted without any interruption or disturbance from the landlord or any person claiming by from or under him; AND FURTHER, that the lessors will at their own cost insure and keep insured the said messuages and buildings, and all other insurable fixtures and things, to their full value from damage by fire in some respectable office or offices; AND ALSO will insure and keep insured all plate-glass windows and mirrors in the said messuage to their full value from damage by accident in some respectable office or offices; AND will, when required, produce to the lessee the policy or policies of such insurance, and the receipt for the

To insure.

(s) See Licensing (Consolidation) Act, 1910, s. 72; *Smith v. Portsmouth Justices*, [1906] 2 K. B. 229.

(t) See *Garrett v. Justices of Middlesex*, 12 Q. B. D. 620.

(u) See Licensing (Consolidation) Act, 1910, s. 20.

(x) As to the covenants for title implied by law in a lease, see *Markham v. Paget*, [1908] 1 Ch. 697, where the earlier authorities are reviewed. As to the lessor's liability under a covenant for quiet enjoyment, see *Malzy v. Eichholz*, [1916] 2 K. B. 308.

last premium on every such insurance; AND shall apply the money received on any such insurance in rebuilding, repairing, or reinstating the premises which shall have been damaged or destroyed by fire or accident as aforesaid.

VI. LEASE
OF PUBLIC-
HOUSE BY
FIRM OF
BREWERS.

4. If the said several rents, or any part thereof respectively, shall be unpaid by the space of twenty-one days next after the same shall have become payable (being first lawfully demanded upon or at any time after the expiration of the said twenty-one days, and not paid when demanded); or if the lessee shall assign, let, or underlet, or in any manner part with the possession of the premises, or any part thereof, to any person or persons whomsoever, for the whole or any part of the term for which they are hereby demised, without the licence or consent of the lessors in writing first obtained for so doing; or if the lessee shall become bankrupt, or shall assign his estate or effects, or any part thereof, in trust for his creditors, or shall compound or enter into any scheme of arrangement for the payment of his debts; or if any execution shall be levied upon his goods or chattels; or if he shall be convicted of any offence against any law for the time being affecting publicans or licensed victuallers; or if he shall not perform the covenants herein contained, which by him ought to be performed; then, and in any of the said cases, it shall be lawful for the lessors, into the premises, or any part thereof in the name of the whole, to re-enter, and the same to have again, re-possess, and enjoy, as if this lease had never been made, but without prejudice to any right of action or remedy of the lessors in respect of any previous breach of any covenant by the lessee.

Power of
re-entry on
non-payment
of rent;

or, on assign-
ing or under-
letting pre-
mises without
consent;

or on lessee
becoming
bankrupt,
&c.;

or on non-
performance
of covenants.

5. PROVIDED that, if the said messuage shall remain untenanted for more than six calendar months by reason of damage from fire, tempest, or other inevitable accident, the rent hereby reserved shall not be payable in respect of the time beyond the first six calendar months, during which the said messuage shall so remain uninhabitable; AND for that purpose (if necessary) the rent shall be apportioned.

Rent to be
suspended in
case of fire, &c.

IN WITNESS, &c.

THE SCHEDULE HEREINBEFORE REFERRED TO.

VII. HOUSE
AND
WORKSHOPS.

VII. LEASE *or* UNDERLEASE of a HOUSE *and* WORKSHOPS
at a PREMIUM, with an INVENTORY of the FIXTURES *and*
a SPECIAL AGREEMENT in case of DESTRUCTION by FIRE.

Parties. THIS LEASE (*y*), made the — day of —, 19—, BETWEEN
[lessor], of, &c. (who and his successors in title and the persons
deriving title under him or them (*z*), unless the contrary appears,
are hereinafter called “the lessor”), of the one part, and [lessee],
of, &c. (who and his executors, administrators, and assigns, unless
the contrary appears, are hereinafter called “the lessee”), of
Testatum. the other part: WITNESSETH as follows:—

1. In consideration of the sum of £—, to the lessor paid by
the lessee (the receipt whereof is hereby acknowledged); AND ALSO,
in consideration of the rent and covenants on the part of the lessee
and conditions hereinafter reserved and contained, he the lessor
Demise. demises unto the lessee, ALL THAT messuage or tenement, with the
Parcels. workshops behind the same, numbered —, in — Street, in the
parish of —, in the county of —, now in the occupation of
Habendum. the lessee: To HOLD the premises hereby demised, unto the lessee,
from the 25th day of December, 19—, for the term of twenty—
years; paying therefor, yearly during the said term, the rent of
Reddendum, £—, and so in proportion for any less time than a year, such
quarterly. proportional sum to become due and be paid immediately on the
determination of the term (*a*); without any deduction (except
for landlord's property tax) by equal quarterly payments on the
25th day of March, the 24th day of June, the 29th day of September,
and the 25th day of December (*b*), in every year, the first
payment thereof to be made on the 25th day of March, 19—; but
subject nevertheless to the proviso and agreement hereinafter con-
tained for the total or partial suspension of the said rent, in the
events hereinafter mentioned.

Stamp.

(*y*) This lease will require an *ad valorem* stamp in respect of the rent,
and also an *ad valorem* stamp in respect of the premium for the same
duty as a conveyance on a sale for the same consideration: see *ante*,
p. 537.

(*z*) See note to Precedent IV.

(*a*) See *Re United Club and Hotel Co.*, W. N. (1899) p. 67; 60 L. T.
665.

(*b*) Or, “on the usual quarterly days.”

2. The lessee hereby covenants with the lessor, that he the lessee will pay the said yearly rent hereinbefore reserved, on the days and in manner hereinbefore mentioned (without any deduction except as aforesaid): AND ALSO will pay during the said term, the land tax, and all other taxes, rates, impositions (c), charges and assessments whatsoever, parliamentary, parochial, or otherwise, which now are, or hereafter shall be imposed, charged, or assessed upon, or in respect of, the premises, or payable by either the owner or occupier in respect of the same, the landlord's property tax only excepted: AND will execute all such works as are, or may be directed, or required by any local or public authority, to be executed at any time during the said term, under or in pursuance of any Act or Acts of Parliament already passed or hereafter to be passed, upon or in respect of the said premises, whether by the landlord or the tenant thereof (e): AND ALSO will, during the said term, at his own costs and charges, well and sufficiently repair, uphold, support, cleanse, amend, and keep the premises, with all fixtures thereon and additions and appurtenances thereto, with all manner of necessary reparations, cleansings, and amendments, when, where, and as often as the same shall be requisite: AND the premises, being so well and sufficiently repaired, amended and kept, at the expiration or determination of the said term will quietly yield up, with all and singular the fixtures and articles contained in the inventory hereto (f), in as good condition as the same now are, reasonable use and wear thereof, and damage by fire and tempest in the meantime, only excepted: AND FURTHER, that it shall be lawful for the lessor [and also for the original landlord of the premises hereby demised], and his agents [or, their respective agents (g)], with or without workmen or others, once or oftener in every year, during the said term, at reasonable times in the daytime, to enter upon the premises, in

VII. HOUSE
AND
WORKSHOPS.

Covenant by
lessee to pay
rent;
to pay all
taxes and rates
whatsoever;

to repair (d) :

and at the end
of term to
leave same
repaired,
damage by
fire excepted.

Agreement
that lessor
may enter to
view the state
thereof, and
if necessary
to give notice
to repair.

(c) See *ante*, p. 553, note (z).

(d) For full covenants to paint outside and inside, see *post*, Precedent IX., p. 575.

(e) See *Monro v. Lord Burghclere*, [1918] 1 K. B. 291.

(f) In the absence of an inventory, "tenants and trade fixtures" would be included in this covenant if not excepted: see *Leschallas v. Woolf*, [1908] 1 Ch. 641.

(g) The words in brackets are applicable to an underlease.

VII. HOUSE
AND
WORKSHOPS.

Covenant by
lessee to repair
accordingly.

Not to assign
&c. without
consent of
lessor (*k*).

Covenant by
lessor for
peaceable
enjoyment.

order to view and examine the condition thereof; and, if found necessary upon such view and examination, to give to the lessee, or leave on the said premises, notice in writing to the lessee, to repair and amend the same, within three calendar months then next following; within which period he, the lessee, will repair, amend, and make good all such repairs and amendments as shall be mentioned in such notice (*h*): AND ALSO, that the lessee will not assign, transfer, underlet, or part with the possession of the said premises, or any part thereof (*i*), without the previous consent in writing of the lessor [but so that such consent shall not be unreasonably or vexatiously withheld, on the usual evidence of respectability and responsibility of the proposed lessee or tenant being given] (*l*).

3. The lessor hereby covenants with the lessee, that he paying the said yearly rent, in manner aforesaid, and observing and performing all and singular the covenants, conditions, and agreements on his part to be performed and observed shall and may peaceably and quietly hold and enjoy the premises

(*h*) As to relief in respect of internal decorative repairs, see *L. P. A.* 1925, s. 147.

(*i*) See *Grove v. Portal*, [1902] 1 Ch. 727.

(*k*) As to the restrictions on and relief against forfeiture of leases (*inter alia*) for breach of a covenant or condition against assigning, underletting, parting with the possession or disposing of the land leased (where the breach occurs after 1925), see *L. P. A.* 1925, s. 146; and see *West v. Dobb*, *L. R.* 5 Q. B. 460; *Varley v. Coppard*, *L. R.* 7 C. P. 505; *Bristol Co. v. Westcott*, 12 Ch. D. 461; *Horsey, &c. v. Steiger Corp.*, [1899] 2 Q. B. 79; *Gentle v. Faulkner*, [1900] 2 Q. B. 267; *Serjeant v. Nash*, [1903] 2 K. B. 304. As to whether a sub-demise by a sub-lessee is included in this covenant, see *Mackusick v. Carmichael*, [1917] 2 K. B. 581. As to parting with possession of part of the premises, see *Russell v. Beecham*, [1924] 1 K. B. 525. As to bankruptcy, see sub-sects. (9) and (10) of sect. 146. As to assignment by liquidator of a company in voluntary liquidation, see *Cohen v. Popular Restaurants, Ltd.*, [1917] 1 K. B. 480.

(*l*) *Treloar v. Bigge*, *L. R.* 9 Ex. 151; *Sear v. House Property, &c. Soc.*, 16 Ch. D. 387; *Bates v. Donaldson*, [1896] 2 Q. B. 241; *Barrow v. Isaacs*, [1891] 1 Q. B. 417; *Eastern Telegraph Co. v. Dent*, [1899] 1 Q. B. 835; *Lewis and Allenby v. Pegge*, [1914] 1 Ch. 782. In the absence of a stipulation to the contrary, no fine is to be exacted for a licence to assign: see sect. 144 of the *L. P. A.* 1925 (re-enacting *C. A.* 1892, s. 3); *Waite v. Jennings*, [1906] 2 K. B. 11; *Andrew v. Bridgman*, [1908] 1 K. B. 596; *Jenkins v. Price*, [1908] 1 Ch. 10; *West v. Gwynne*, [1911] 2 Ch. 1; see also *post*, p. 577, note (*g*).

during the said term, without any interruption or disturbance of or by the lessor, or any person or persons whomsoever claiming under or in trust for him.

VII. HOUSE
AND
WORKSHOPS.

4. PROVIDED ALWAYS, that if the yearly rent hereby reserved, or any part thereof, shall remain unpaid for twenty-one days next after the same ought to be paid as aforesaid, whether any formal or legal demand thereof shall have been made or not: or, if any of the covenants and agreements herein contained on the part of the lessee, shall not be by him observed, performed, and kept, then, and in any such case, it shall be lawful for the lessor, into and upon the premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, and enjoy, as if this lease had never been made, but without prejudice to any right of action or remedy of the lessor in respect of any previous breach of any covenant on the part of the lessee herein contained.

Proviso for
re-entry.

5. PROVIDED ALWAYS, and it is hereby agreed, that if any part of the said rent shall be in arrear for twenty-one days (whether legally demanded or not), the lessor may enter into and upon the premises, or any part thereof, and distrain and dispose of the distress or distresses then and there found in due course of law, and apply the produce thereof in or towards payment of the said yearly rent of £—— so in arrear, and of all costs, charges, and expenses occasioned by the non-payment thereof.

Power of
distress (m).

6. PROVIDED ALSO, that in case the said messuage, workshops, and premises, or any part thereof, shall be destroyed or damaged by fire or tempest, or other inevitable accident (n) during the said term, so that the same shall remain untenanted or unfit for use and occupation for more than —— calendar months by reason of

Proviso for
suspension of
rent in case
premises are
destroyed by
fire (o).

(m) This power is not affected by the Bills of Sale Acts: *Re Roundwood Colliery Co.*, [1897] 1 Ch. 391. As to distress levied after the bankruptcy of the tenant, see Bankruptcy Act, 1914, s. 35. Where rent is payable in advance, distress may be levied as soon as it becomes due: *London, &c. Co. v. L. & N. W. Rly. Co.*, [1893] 2 Q. B. 49; *Venncis Electrical and Appliances Co. v. Thorpe*, [1915] 2 Ch. 404.

(n) As to the meaning of the words "or other inevitable accident," see *Saner v. Bilton*, 7 Ch. D. 815; *Manchester Bonded Warehouse Co. v. Carr*, 5 C. P. D. 507; *Redmond v. Dainton*, [1920] 2 K. B. 256.

(o) If desired, a covenant by the lessor to insure against fire may be inserted after clause 3: see *ante*, Precedent VI.

VII. HOUSE
AND
WORKSHOPS.

Proviso for
arbitration.

such damage, then, and in such case, and so often as the same shall happen, the rent hereinbefore reserved, or a fair and just proportion thereof, according to the nature and extent of the injury sustained, shall cease and be suspended or abate, during so long after the first — months as the premises, or any part thereof, shall remain uninhabitable or unfit for use, by reason of such destruction or damage: AND for the purpose of such cesser or abatement the rent shall, if necessary, be apportioned: AND if any dispute shall arise between the said parties, in regard to the amount of the abatement to be so made in the said rent, or the period for which the said rent, or any part thereof, shall cease and be suspended, the same shall be referred to the arbitrament of two indifferent persons, one to be named by each of the said parties, with power to choose an umpire; AND this shall be deemed to be a submission to arbitration within the Arbitration Act, 1889, or any statutory modification or re-enactment thereof for the time being in force, the provisions whereof shall apply as far as applicable.

IN WITNESS, &c.

THE INVENTORY ABOVE REFERRED TO.

VIII. LEASE *to a BUILDER'S NOMINEE of a HOUSE, with*
COMMON CLAUSES:—COVENANTS *to FINISH the HOUSE—*
to CONTRIBUTE towards REPAIRING PARTY-WALLS,
CLEANSING DRAINS, &c.—not to use PREMISES as a SHOP
—to INSURE—to give NOTICE of any ASSIGNMENT—not
to ASSIGN after a certain PERIOD—OPTION to LESSEE to
PURCHASE the FEE (p).

Parties.

THIS LEASE (*q*), made the — day of —, 19—, BETWEEN
[lessor], of, &c. (who and his successors in title, and the persons

(*p*) This lease being for a term of more than forty years, if the property is situate in any area where registration is compulsory, will, on the expiration of two months from the date thereof, or of any authorised

Stamp.

(*q*) Stamp, *ad valorem* on yearly rent, and also an *ad valorem* stamp on the premium paid to the builder as a conveyance on sale for the same amount: see *ante*, p. 538.

deriving title under him or them, unless the contrary appears, are hereinafter called "the lessor"), of the first part; [*builder*], of, &c., builder (hereinafter called "the builder"), of the second part; and [*lessee*], of, &c. (who, and his executors, administrators, and assigns, unless the contrary appears, are hereinafter called "the lessee"), of the third part: WITNESSETH that, in consideration of the expense incurred by the builder in erecting and building the messuage hereby demised, and of the sum of £—, now paid by the lessee to the builder (the receipt whereof is hereby acknowledged), and of the rent and covenants on the part of the lessee, and conditions hereinafter reserved and contained, the lessor at the request and by the direction of the builder hereby demises unto the lessee, ALL THAT parcel of ground, situate on the south side of — Street, in the parish of —, in the county of —, AND ALL THAT messuage or tenement erected or in course of erection thereon, being the fourth house westward from —, exclusive of the corner house, which premises, with the dimensions and abutments thereof, are particularly described in the plan, drawn in the margin hereof and therein coloured —; except and reserved unto the lessor and his other lessees and tenants, the free passage and running of water and soil, from any other buildings and lands contiguous or near to the premises, in, and through the sewers, drains, and water-courses made, or to be made, in or under the premises: To HOLD the premises hereby demised unto the lessee, from the — day of —, 19—, for the term of ninety-nine years: Paying therefor yearly during the said term, and so in proportion for any less time than a year (*r*), the rent of £—, by equal quarterly payments, on the 24th day of June, the 29th day of September, the 25th day of December, and the 25th day of March [*or*, "on the four usual quarterly days"], in every year, without any deduction, except for landlord's property tax, the first of such quarterly payments to be made on the — day of — next: AND the lessee hereby covenants with the lessor, that he the lessee will, during the said term, pay [*covenants to pay rent, rates, taxes, &c.*, ut ante,

VIII. LEASE OF
UNFINISHED
HOUSE TO
BUILDER'S
NOMINEE.

Testatum.

Parcels.

Habendum.

Reddendum.

Covenants
by lessee to
pay rent,
taxes, &c. ;

extension of that period, become void so far as regards the grant of the legal estate, unless the grantee or his successor in title or assign has in the meantime applied to be registered as proprietor: L. R. A. 1925, s. 123.

(*r*) See *ante*, p. 564, note (*a*).

VIII. LEASE OF
UNFINISHED
HOUSE TO
BUILDER'S
NOMINEE.

to finish
house, &c. ;

to contribute
towards
party-walls,
roads, sewers,
&c. ;

to repair,

and leave
repaired,
together
with all
fixtures, &c. ;

that lessor
may enter
to inspect
repairs ;

to paint
outside ;

p. 565]; AND ALSO, that he the lessee will, at his own expense, under the inspection and to the satisfaction of the surveyor for the time being of the lessor, and in accordance with the plans, elevations, and specifications to be approved by him, before the 24th day of June next, complete and finish and make fit for habitation the said messuage or tenement, with the offices and outbuildings thereto belonging, and also well pave a footway in front of the said messuage or dwelling-house, with [Yorkshire] stone, four feet wide, with a granite kerb; and will produce such vouchers and other sufficient evidence as may be reasonably required by the said surveyor to satisfy him that the sum of £—— at the least has been expended in completing and finishing the said messuage and premises as aforesaid, and also will pay the fees and charges of the said surveyor: AND ALSO will, during the said term, contribute a rateable or reasonable proportion towards the expense of making, repairing and cleansing all party walls and fences, sewers, drains, water-courses, roads, pavements, ways, paths, and other easements or conveniences, used or to be used in common, by the occupiers of the premises, and the occupiers of other premises belonging to the lessor adjoining or near thereto: AND ALSO will, as occasion shall require, during the said term, well and sufficiently repair, maintain, pave, cleanse, and amend the premises, and keep the same with the appurtenances in good and substantial repair (s): AND the premises, being in all things repaired, maintained, paved, cleansed, amended, and kept as aforesaid, at the end or other sooner determination of the said term, will quietly yield up unto the lessor, together with all additions and improvements which shall in the meantime be made thereto, and all fixtures which at any time during the last seven years of the said term, shall be affixed or fastened to the premises: AND ALSO that it shall be lawful for the lessor, or his agents, at all seasonable times, during such last seven years, to enter the premises, and take a schedule of the same fixtures and things: AND ALSO, that the lessee will, in every fourth year of the said term, paint all the outside wood-work and iron-work belonging to the premises, and all additions thereto, with two coats of proper oil colours, in a sufficient and

(s) As to liability of a company in voluntary liquidation for dilapidations where occupation of the premises has been continued by liquidator, see *Re Levi & Co.*, [1919] 1 Ch. 416.

workmanlike manner, and will also in like manner paint the inside wood-work and iron-work as often as the same shall be required (t): AND ALSO will forthwith, at the cost of the lessee, insure the said messuage and all buildings, erections and fixtures which at any time during the said term may be erected, on or affixed to the premises against loss or damage by fire, to the full value thereof, such value to be determined by the surveyor for the time being of the lessor [or, in the sum of £—— at the least], in the — Fire Insurance Office, or in some other well established office, to be approved in writing by the lessor, in the joint names of the lessor and the lessee, and keep the same continually so insured, during the said term, and will, upon the request of the lessor, or his agent, produce the policy for every such insurance and the receipt for the last premium paid for the same: AND ALSO will, if and whenever the said messuage and buildings, or any part thereof, shall be destroyed or damaged by fire, forthwith apply the moneys received in respect of such insurance in or towards reinstating the same, under the direction of the surveyor of the lessor, and in case such moneys shall be insufficient for that purpose, will out of his own moneys make good the deficiency: AND ALSO, that it shall be lawful for the lessor and his agents, at all seasonable times, during the said term, to enter the premises, to take plans, and examine the condition thereof: AND FURTHER, that all wants of reparation then and there found, and for the amendment of which, notice in writing shall be left at the premises, the lessee will, within three calendar months next after every such notice, well and sufficiently repair and make good accordingly: AND ALSO that the lessee will not make any addition to the said messuage and buildings except in accordance with the said plans, elevations, and specifications, nor cut, maim, alter, or injure any of the principal timbers, roofs, or walls of the same premises: AND will not use the premises, nor any part thereof, otherwise than as a private dwelling-house, without the consent in writing of the

VIII. LEASE OF
UNFINISHED
HOUSE TO
BUILDER'S
NOMINEE.

to insure (u);

to rebuild in
case of fire;

to permit
lessor to enter
and view;

to repair
according to
notice;

not to cut or
alter walls,
&c.;

nor use
premises as
a shop;

(t) For a further form of covenant to paint outside and inside, see next precedent, *post*, p. 575.

(u) As to whether, unless expressly excluded, "fire" caused by an enemy's explosive bomb in time of war would come within a covenant to insure against "fire," see *Enlayde, Ltd. v. Roberts*, [1917] 1 Ch. 109; but see also *Upjohn v. Hitchens*, [1918] 2 K. B. 48 (C. A.).

VIII. LEASE OF
UNFINISHED
HOUSE TO
BUILDER'S
NOMINEE.

nor obstruct
the light
belonging to
adjoining
buildings;
not to allow
encroach-
ments;

to pay costs,
including
costs of pro-
ceedings
under sect. 146
of the L. P. A.
1925;

to give notice
of assignment;

not to assign
during the last
seven years;

to refer
disputes to
landlord.

lessor (x), nor by building or otherwise stop or obstruct any light belonging to any building on the ground adjoining or contiguous, or suffer to be done anything which may tend to the annoyance or damage of the lessor, or any of his tenants: AND will not allow any encroachment to be made or easement to be acquired on or over the demised premises, and if any such encroachment or easement shall be made, or threatened to be made, will forthwith give notice thereof to the lessor, and will, at his own cost, do all things necessary for preventing such encroachment or the acquirement of such easement, and that if the lessee shall omit or neglect to do all such things as aforesaid, the lessor, his servants and workmen, may enter upon the demised premises and do the same: AND THAT any costs incurred by the lessor under the foregoing provision, and all costs, charges, and expenses (including legal costs and fees payable to a surveyor which may be incurred by the lessor in or in contemplation of any proceedings under sect. 146 of the Law of Property Act, 1925), with interest thereon at the rate of — per cent. per annum from the time of the same being incurred until repayment shall be repaid by the lessee, and until repayment shall be charged upon the premises: AND ALSO that the lessee will not assign, or underlet, or part with the premises, or any part thereof (y), for the whole or any part of the term hereby granted, without giving notice in writing within fourteen days then next to the lessor: AND will not, during the last seven years of the said term, assign, underlet, or part with the premises, or any part thereof, for all or any part of the residue of the said term, without the consent in writing of the lessor: AND THAT if, at any time hereafter, any dispute shall arise between the lessee and any other of the tenants of the lessor, touching the premises to them respectively demised, or the walls, lights, privileges, or appurtenances belonging thereto, or any annoyance arising therefrom, the lessee will from time to time refer every such dispute to be determined by the lessor, and, in case of the infancy of the owner for the time being of the premises by the statutory owner, whose determination respectively the lessee will abide by and perform. [*Covenant by lessor for quiet enjoyment*, ante, p. 566. *Proviso for re-entry by lessor on non-*

(x) For a fuller form of covenant not to use the demised premises for the purposes of any trade or business, see next precedent, *post*, p. 576.

(y) See *Jackson v. Simons*, [1923] 1 Ch. 373.

payment of rent, or breach of lessee's covenants, ante, p. 567.]
 PROVIDED ALSO, that if, at any time before the expiration of — years from the date of these presents, the lessee shall be desirous of purchasing the fee simple of the premises hereby demised at the price of £—, and of such desire shall give to the lessor, or forward to, or leave at his last known place of residence in England, not less than six calendar months' notice in writing, then, upon the expiration of such notice and on payment of the said sum of £—, together with interest at the rate of — per cent. per annum from the expiration of such notice until completion of the purchase, and of all rent then accrued due up to such completion, the lessor, and all other necessary parties (if any), will, at the cost in all respects of the lessee, well and effectually convey the premises in fee simple, free from incumbrances, unto the lessee, or to such person or persons, and in such manner as he shall direct (a): PROVIDED ALWAYS, that if the lessee shall exercise the option of purchase hereinbefore given to him, he shall be deemed to have accepted the title of the lessor up to the date of these presents, and no earlier title shall be called for or required.

VIII. LEASE OF UNFINISHED HOUSE TO BUILDER'S NOMINEE.

Option for lessee to purchase the fee (z).

The lessor's title up to date of lease to be deemed to be accepted.

IN WITNESS, &c.

(z) The rule that a renewal of a lease by a tenant for life enures for the benefit of the remainderman applies also to the purchase of the freehold reversion: *Phillips v. Phillips*, 29 Ch. D. 673. As to the principle on which this rule is based, see *Bevan v. Webb*, [1905] 1 Ch. 620.

Purchase of reversion by tenant for life.

(a) This option to purchase (being "an estate contract") will require to be registered under the L. C. A. 1925, otherwise it will be void as against a purchaser: see sects. 10, 13 and 14 of the L. C. A. 1925. It may often be advisable in leases giving an option to the lessee to purchase the fee to add the following proviso:—

Option to purchase.

"PROVIDED ALWAYS, that if the lessee shall exercise the option of purchase hereinbefore given to him, the conveyance [or, several conveyances] to him shall be executed by him in counterpart or duplicate, and shall contain covenants on the part of the purchaser to be so framed as to be binding so far as may be on him and on all persons claiming under him, and so as to protect, as far as may be, the adjoining estates of the vendor, whether in the possession of himself or of any person or persons claiming under him, as follows, that is to say [*specify restrictive covenants, e.g., to contribute towards party-walls, &c., not to use the premises as a shop, nor obstruct lights*], and shall also contain such other

IX. UNDER-
LEASE OF
TOWN HOUSE
WITH USUAL
COVENANTS.

IX. UNDERLEASE of a House in London, for TWENTY-
ONE YEARS, with STABLE and COACH-HOUSE—ORDINARY
COVENANTS, &c.—SPECIAL CLAUSES as to MAINTENANCE
of SQUARE GARDEN—PROVISO for DETERMINATION of the
LEASE at the END of SEVEN or FOURTEEN YEARS.

Parties and
interpretation
clause.

Demise.

Parcels.

Habendum.

Reddendum.

THIS UNDERLEASE (b), made the — day of —, 19—,
BETWEEN [*lessor*], of, &c. (who, and his executors, administrators,
and assigns, are hereinafter, unless the contrary appears, referred
to as “the lessor”), of the one part; and [*lessee*], of, &c. (who,
and his executors, administrators, and assigns, are hereinafter,
unless the contrary appears, referred to as “the lessee”), of the
other part: WITNESSETH that, in consideration of the rents
and covenants on the part of the lessee, and conditions herein-
after reserved and contained, the lessor hereby demises unto the
lessee, ALL THAT messuage or dwelling-house, situate and known
as No. —, in — Street [*or, Square*], in the parish of —, in
the county of London; together with the stables and coach-
house in the rear of the same messuage, and situate and known
as No. —, in — Mews, in the same parish, except and reserved
unto the lessor and his other lessees and tenants the free passage
and running of water and soil from any other buildings and
lands contiguous or near to the premises hereby demised in and
through the sewers, drains, and watercourses made or to be made
in or under the premises, To HOLD the premises hereby demised,
except as aforesaid, unto the lessee, from the — day of —,
19—, for the term of twenty-one years, determinable, neverthe-
less, as is hereinafter provided: paying therefor yearly during
the said term, and so in proportion for any less period than a year,
the rent of £—, by equal quarterly payments on the usual

provisions as may be reasonably required for securing and enforcing the performance and observance of such covenants.”

A proviso giving to the lessee an option to purchase the fee may now be inserted in any lease by a tenant for life of settled lands under his statutory powers: see sect. 51 of the S. L. A. 1925. The option must be exercisable within an agreed number of years not exceeding ten: sub-sect. (2); the price or rent must be the best which can reasonably be obtained: sub-sect. (3); and the consideration for the grant of the option will be capital money: sub-sect. (5).

Stamp.

(b) Stamp, *ad valorem* in respect of yearly rent reserved, *ante*, p. 538.

quarter days, without any deduction whatsoever, except for landlord's property tax; the first payment to be made on the — day of —, 19—, and the last payment in advance — calendar months before the expiration of the said term: AND paying also during the said term, by way of further rent, such sum or sums as shall be equal to the sum or sums which shall from time to time be paid by the lessor in effecting or maintaining the insurance of the said premises hereby demised against destruction or damage by fire, such further rent to be paid on the quarter day next following the payment by the lessor of any such sum or sums: AND the lessee hereby covenants with the lessor [*to pay* "the said yearly rent, and also the said further or insurance rent" *and rates and taxes*, ante, p. 559: *to contribute to maintenance of party walls, roads, sewers, &c.*, ante, p. 570]: [AND will also contribute and pay to the lessor, or such person or persons as he shall from time to time direct, a proportionate part, in common with the owners and occupiers of other messuages in — Square aforesaid, such proportionate part to be assessed from time to time [*state mode of assessment*, e.g., "by the surveyor of the superior landlord," or, "by a committee of management to be from time to time appointed by the tenants or occupiers of the houses in — Square aforesaid], of the expense of planting, mowing, rolling, gravelling, watering, and otherwise maintaining the garden or ornamental pleasure ground in the centre of the said square in good condition, and of repairing and painting the iron railings enclosing the same to the satisfaction in all respects of the lessor and the superior landlord and their respective surveyors]: AND will, during the said term, keep the premises and all fixtures and additions thereto in good and substantial repair and condition: AND will once in every three years, and also during the last year of the said term, paint in two coats of good oil and lead paint all the outside woodwork and ironwork and plaster work of the

IX. UNDER-
LEASE OF
TOWN HOUSE
WITH USUAL
COVENANTS.

Further rent
for insurance
against fire (c).

Lessee's
covenants (d):
to pay rent,
&c.;

to contribute
to main-
tenance of
square-
garden;

to repair;

to paint out-
side every
three years;

(c) In the case of an underlease granted by a lessor who is himself bound by a covenant in the ground lease to insure the premises against destruction or damage by fire, it will be often convenient that such insurance should be effected by him, and not by the underlessee, and that the premiums should be repaid to him by way of additional rent.

(d) The ordinary lessee's covenants are inserted in this precedent, but care must be taken that the covenants in the underlease follow *mutatis mutandis* those contained in the superior lease.

Insurance
rent.

IX. UNDER-
LEASE OF
TOWN HOUSE
WITH USUAL
COVENANTS.

to paint inside
once in every
seven years ;

not to alter
the premises ;

to permit lessor
to inspect
premises ;

to use premises
as a private
dwelling-
house ;

not to assign
or underlet
without
consent ;

premises, and such stone work and other parts thereof as are now or usually painted, in a sufficient and workmanlike manner, and of a proper colour to be approved by the lessor: AND will at all times make good and amend and keep in repair the stucco and cement work: AND once in every seven years, at the least, of the said term clean and repoint the outside stone and brick work belonging to the premises: AND will once in every seven years of the said term, in like manner, rub down and paint all the inside wood, iron, and plaster work, and other parts of the premises as are now or usually painted with two coats of proper oil and lead paint, and also wash, stop, whiten, or colour such parts of the premises as are now plastered, and grain and varnish such parts thereof as are now grained or varnished: AND ALSO will not at any time cut or maim any of the principal timbers or walls of the premises, nor, without the consent in writing of the lessor, make any alteration (e) or addition in, or to the said messuage and premises: AND THAT it shall be lawful [*covenant to permit lessor and the superior lessors to enter and view premises and to repair upon notice*, post, p. 585]: AND ALSO that the lessee will not do or suffer anything upon the premises, or any part thereof, which might be a nuisance or annoyance to the owners or occupiers of adjoining houses, or amount to a breach of the ground lease under which the lessor holds the same premises; and particularly that the lessee will not, without the previous consent in writing of the lessor, use or suffer to be used the premises, or any part thereof, as a shop, warehouse, or other place for carrying on any trade, business, or manufacture whatsoever; nor as a hospital, asylum, or charitable or public institution; nor for the purposes of a school, or of teaching music, or as a boarding-house or furnished lodging, nor otherwise howsoever than as a private dwelling-house; AND will not, without the like consent, exhibit or affix on or about the premises any bill or notice that any part of the premises (less than the whole) is to be let furnished or unfurnished, nor any other bill, notice, doorplate, or inscription whatsoever; nor cause or allow any sale by auction, bazaar, exhibition, or public meeting to be held upon the premises; AND will not, without the like consent, assign or under-

(e) As to what alterations constitute a breach of covenant, see *Hyman v. Rose*, [1912] A. C. 623.

let the premises, or any part thereof (otherwise than by sub-letting the whole of the premises from year to year, or for any less term): PROVIDED ALWAYS, and it is hereby expressly agreed (f), that such consent as last aforesaid shall not be withheld without some reasonable objection to the respectability or responsibility of the proposed assignee or sub-lessee (g), and that no pecuniary consideration shall be required therefor: AND FURTHER that during the — months immediately preceding the expiration or sooner determination of the said term, he the lessee will permit the lessor and his agent at any time to enter upon the premises, and to affix and maintain upon some convenient and conspicuous part thereof a notice for the letting of the same, or for the sale of the lessor's interest therein, and will also permit all persons who may be desirous of taking or purchasing the premises, and who shall produce a written order of the lessor or his agent to view the same at seasonable hours in the day time: AND FURTHER that the lessee will, at the expiration or other sooner determination of the said term, peaceably yield up unto the lessor the premises with the appurtenances, together with all buildings, erections, and fixtures (h) now or hereafter to be built or erected thereon, or affixed or fastened thereto, in good and substantial repair and condition in all respects: [*Covenant by lessor for quiet enjoyment*, ante, p. 566]: AND ALSO that he the lessor will, during the said term, pay the ground rent payable in respect of the premises under the lease to him of the same premises dated the — day of —, 19—: AND will, at the request and cost of the lessee, at all times during the said term (unless prevented by fire or other inevitable accident) produce to him the said last mentioned lease; AND ALSO will at all times during the said term keep the premises insured against loss or damage by fire in the sum of £— at the

IX. UNDER-
LEASE OF
TOWN HOUSE
WITH USUAL
COVENANTS.

to permit
lessor to affix
notice for
reletting, &c.;

to deliver up
premises at
end of term.

Lessor's
covenants:
for quiet
enjoyment;
to pay ground
rent;
to produce
ground-lease;
to insure.

(f) These words are inserted in order to constitute a contract on the part of the lessor: see, as to the covenant not to assign, &c., ante, p. 566, notes (k) and (l).

(g) Where the consent was not to be withheld in respect of a "respectable and responsible person" it was held in *Harrison v. Barrow-in-Furness Corporation*, 63 L. T. 834, that a "corporation" was not a "person" within the meaning of this covenant; but this was overruled in *Willmott v. London Road Car Co.*, [1910] 2 Ch. 525.

(h) As to what fixtures this covenant includes, and as to the effect of the covenant in the case of a surrender and the creation of a new tenancy, see *Leschallas v. Woolf*, [1908] 1 Ch. 641; and see also *Re British Red Ash Collieries, Ltd.*, [1929] 1 Ch. 326.

IX. UNDER-
LEASE OF
TOWN HOUSE
WITH USUAL
COVENANTS.

Proviso that
lessee may
determine
lease at the
end of seven
or fourteen
years.

least, pursuant to the covenant in that behalf contained in the same lease; AND upon the request of the lessee produce to him the policy of such insurance and the receipt for the last premium paid in respect thereof; AND ALSO will if and whenever the said messuage and premises, or any part thereof, shall be destroyed or damaged by fire, cause all moneys which shall be received in respect of such insurance as aforesaid to be forthwith laid out in reinstating the premises so destroyed or damaged; [*Proviso for re-entry, ante, p. 567. Proviso for suspension of rent in case premises are destroyed by fire, and for arbitration, ante, p. 567*]: PROVIDED ALWAYS that if the lessee shall be desirous of putting an end to this present demise at the expiration of the first seven years or fourteen years of the term of twenty-one years hereby granted, and shall, for that purpose, deliver to the lessor, or leave at his usual place of abode, six calendar months' previous notice in writing of such his desire, and shall pay all arrears of rent, and perform all and every the covenants hereinbefore contained, and on his part to be performed; then and in such case (i), immediately after the expiration of the said term of seven or fourteen years, this present lease, and everything herein contained, shall cease and be absolutely void to all intents and purposes whatsoever [but without prejudice to any claim by the lessor against the lessee in respect of any prior breach of any covenant or condition herein contained].

IN WITNESS, &c.

Proviso for
determination
of lease by
either party.

(i) If the power of determining the lease is to be mutual, add—
“Or, if the lessor shall be desirous of determining the term hereby granted at the end of the said seven or fourteen years, and of such his desire shall give unto the lessee such previous notice as is hereinbefore provided to be given by the lessee for such purpose; then and in either of the said cases immediately,” &c. [*and add* “but without prejudice to any claim by either party against the other in respect of any prior breach of any covenant or condition herein contained”].

The words “but without prejudice,” &c., are usually added, but they are not necessary: see *Blore v. Guilini*, [1903] 1 K. B. 356. Where a lessee is authorised, in the terms of the clause in the text, to determine the lease on payment of the rent and performance of the covenants, this has been held to be a condition precedent to the power of determining the lease by notice: *Friar v. Grey*, 4 H. L. C. 565; *Stait v. Fenner*, [1912] 2 Ch. 504; *Burch v. Farrow's Bank, Ltd.*, [1917] 1 Ch. 606.

X. LEASE of a HOUSE by a TENANT for LIFE under his
STATUTORY POWERS in CONSIDERATION of a FINE: the
TRUSTEES of the SETTLEMENT join to ACKNOWLEDGE the
RECEIPT of the FINE (k).

X. LEASE BY
TENANT FOR
LIFE IN CON-
SIDERATION
OF FINE.

THIS LEASE (l), made the — day of —, 19—, BETWEEN [tenant for life], of, &c. (who, and the person or persons for the time being entitled to the reversion of the hereditaments hereby demised, are hereinafter, unless the contrary appears, referred to as “the lessor”), of the first part; [trustee], of, &c., and [trustee], of, &c. (who are hereinafter referred to as “the trustees”), of the second part; and [lessee], of, &c. (who, and his executors, administrators, and assigns are hereinafter, unless the contrary appears, referred to as “the lessee”), of the third part: WHEREAS [testator], late of, &c., deceased, by his will dated the — day of —, devised (amongst other hereditaments) the hereditaments hereby demised to the use of the lessor for his

Parties and
interpretation
clause.

Recital of
lessor's title
(m);

(k) As to the power of a tenant for life to grant leases, see Preliminary Note, *ante*, p. 542, and S. L. A. 1925, ss. 41 to 48. As to notice to trustees, S. L. A. 1925, s. 101. As to the tenant for life's power to accept surrenders and grant new leases, see S. L. A. 1925, s. 52. As to the tenant for life being entitled to any excess of rent reserved by the new lease during the period unexpired of the surrendered term, see *In re Wise*, [1916] 1 Ch. 279. The tenant for life can now grant leases of “the principal mansion house” or “the pleasure grounds and park and lands (if any) usually occupied therewith” without the consent of the trustees or an order of the Court, unless (1) the settlement is a settlement made or coming into operation before the commencement of the S. L. A. 1925, and the settlement does not expressly provide that the powers may be exercised without such consent or order of Court; or (2) the settlement (made or coming into operation after the commencement of the S. L. A. 1925) expressly provides that these powers or any of them shall not be exercised without such consent or order: see S. L. A. 1925, s. 65. As to a forfeited deposit on an abortive sale of a mansion house being capital money, see *In re Foster's Settled Estates*, [1922] 1 Ch. 348.

(l) Stamp, *ad valorem* on rent reserved and also on amount of pre-Stamp. mium, as on a conveyance by way of sale: see *ante*, p. 538.

(m) If the testator died after 1897 it may be convenient to substitute for this recital the following:—

“AND WHEREAS under or by virtue of a devise contained in the will dated, &c., and proved, &c., of [testator], late of, &c., deceased, and of a deed poll, dated, &c., under the hands and seals of

X. LEASE BY
TENANT FOR
LIFE IN CON-
SIDERATION
OF FINE.

of agreement
for lease.

vesting
deed (o).

Demise.

life with remainders over, and the said testator by his said will also gave to the trustees a power of sale and exchange of the lands thereby settled, with such consent as is therein mentioned (n):

AND WHEREAS by a vesting deed dated the — day of —, 19—, and made, &c., the said hereditaments comprised in and subject to the settlement created by the said will were declared to be vested in the lessor upon the trusts subsisting under the said will, and the trustees were therein named as the trustees for the purposes of the Settled Land Act, 1925, of the said settlement: AND WHEREAS the lessor has agreed to demise unto the lessee the premises hereinafter described in consideration of the sum of £—, by way of fine or premium, at the yearly rent of £—, and subject to the covenants and conditions hereinafter contained: AND, upon the treaty for the said lease, it was agreed that the trustees should join in these presents and acknowledge the receipt of the said fine (p) in manner hereinafter appearing: NOW, THIS DEED WITNESSETH that, in consideration of the sum of £—, now paid by the lessee to the trustees by the direction of the lessor, by way of fine or premium (the receipt whereof the trustees hereby acknowledge), and in consideration of the yearly rent, and covenants hereinafter reserved and contained, and on the part of the lessee to be respectively paid and performed, the lessor [by virtue of the powers vested in him by the Settled Land Act, 1925, and of every or any other power enabling him in this behalf] (q) hereby demises unto

[A. B.] and [C. D.], the executors named in the said will, who thereby assented to the said devise, and of a vesting deed dated, &c., and made, &c., the lessor is now tenant for life in possession of the hereditaments hereby demised, and the trustees are the present trustees of the settlement created by the said will for the purposes of the Settled Land Act, 1925."

or recite as in Prec. XIII., *post*, p. 588.

(n) See S. L. A. 1925, s. 30.

(o) See the second schedule to the S. L. A. 1925.

(p) The fine is to be deemed "capital money" (S. L. A. 1925, s. 42 (4)) and must be paid to the trustees (S. L. A. 1925, s. 75), who must either concur in the deed or give an indorsed receipt for the fine.

(q) It is not necessary to refer to the statutory power: see *Mogridge v. Clapp*, [1892] 3 Ch. 382; and the words in brackets may be safely omitted.

the lessee ALL THAT, &c. [*describe premises*]; ALL which premises are more particularly delineated in the plan drawn in the margin of these presents: except out of this demise the free passage and running of water and soil from the other houses of the lessor or his tenants, adjoining the premises hereby demised, by and through the channels and drains now or at any time hereafter in, on, or passing through the premises: To HOLD the premises hereby demised, unto the lessee, from the twenty-fifth day of March, 19—, for the term of twenty-one years: paying therefor, yearly, during the said term, unto the lessor, the rent of £—, by equal half-yearly payments, upon the days following: that is to say, the twenty-fourth day of June and the twenty-fifth day of December in every year, without any deduction; the first of such half-yearly payments to be made on the twenty-fourth day of June, 19—: AND the lessee hereby covenants with the lessor in manner following: that is to say, that the lessee will [*covenant to pay rent (r) and taxes, &c.*, ante, p. 565, *to contribute towards party walls, roads, sewers, &c.*, ante, p. 570]: AND ALSO will, before the end of the first year from the commencement of this demise, put the premises into good and substantial repair; and lay out and expend in such repairs, or in substantial improvements to the premises, exclusive of internal painting and papering, the sum of £— at the least: AND will, within six calendar months next after the premises shall be so repaired or improved, render to the said lessor, or to his surveyor or agent, the several bills, documents, and other evidence, requisite to prove to their satisfaction that the aforesaid sum, at the least, has been so expended and laid out; and thereupon the lessee shall be entitled to a certificate that the same sum has been duly expended as aforesaid [*covenants to repair and paint*, ante, pp. 570 or 575; *to permit lessor to view premises and to repair on notice*, ante, p. 571; *to deliver possession at end of term*, ante, p. 577]: AND ALSO, that the lessee will not use, exercise, or carry on, or permit or suffer to be used, exercised, or

X. LEASE BY
TENANT FOR
LIFE IN CON-
SIDERATION
OF FINE.

Parcels.

Exception of
free passage
for water
and soil.

Habendum.

Reddendum.

Covenants by
lessee to pay
rent, &c. and
to contribute
proportionally
towards
cleansing
drains, &c.

In first year
of term to ex-
pend in
repairs and
improve-
ments £—;
and within
six months
render bills,
&c. to prove
expenditure;
lessee to have
certificate
that that sum
has been
expended.

That lessee
shall not carry
on or permit

(r) Every lease by a tenant for life under the S. L. Act must contain a covenant by the lessee for payment of rent (*Boyce v. Edbrooke*, [1903] 1 Ch. 836, at p. 842), and a condition of re-entry on non-payment of rent within a time specified, not exceeding thirty days: S. L. A. 1925, s. 42 (1).

X. LEASE BY
TENANT FOR
LIFE IN CON-
SIDERATION
OF FINE.

to be carried
on any noisy
or offensive
trades;
or erect any
building in the
yard higher
than twelve
feet without
licence.

That lessor
shall have
liberty of
watercourse.

carried on, in or upon the premises, or any part thereof, any of the trades, manufactures, or businesses mentioned in the schedule hereto, or any other noisy or offensive trade whatsoever (s); or erect any building in the yard or garden of the premises, higher than twelve feet above the parlour floor thereof, without having first obtained the licence and consent in writing of the lessor: AND ALSO, that the lessor and his tenants shall have free liberty of watercourse in and through the premises, to carry off the water and soil from the near or adjoining tenements: AND that it shall be lawful for the workmen of the lessor at all seasonable times, in the daytime, to enter upon the premises, or any part thereof, for the purpose of repairing such near or adjoining premises, or emptying or cleansing or maintaining any sewers, drains, gutters, watercourses, cesspools, water pipes, electric wires, or gas pipes thereto belonging: AND ALSO [*covenant to permit lessor to affix notice for reletting, &c.*, ante, p. 577]: AND ALSO [*covenant to insure, &c.*, ante, p. 571]: AND the lessor hereby covenants, &c. [*covenant for quiet enjoyment, ante, p. 566, ending*] without interruption or disturbance by the lessor or any person claiming under or in trust for him or under the trusts or limitations of the said will: [*Proviso for re-entry, ante, p. 567*].

IN WITNESS, &c.

THE SCHEDULE HEREINBEFORE REFERRED TO.

(s) Clauses of this nature frequently give rise to the question, as to what are offensive trades. It is in general better, therefore, if an enumeration is attempted, to specify as many as possible, especially any to which it may be intended that the clause shall extend, but which are not clearly of this description. For a clause prohibiting the exercise of any trade upon the demised premises, *vide ante*, p. 576.

XI. LEASE of a RESIDENTIAL FLAT, or SET of CHAMBERS (t).

XI. LEASE OF
FLAT OR
RESIDENTIAL
CHAMBERS.

THIS LEASE (u), made the — day of —, 19—, BETWEEN A. B., of, &c. (who and his successors in title and the persons deriving title under him or them, unless the contrary appears, are hereinafter called “the lessor”), of the one part, and C. D., of, &c. (who and his executors, administrators and assigns, unless the contrary appears, are hereinafter called “the lessee”), of the other part: WITNESSETH that the lessor hereby demises unto the lessee ALL THAT flat or suite of apartments consisting of — rooms, known or intended to be known as No. — on the — floor of the messuage or mansion known as No. — Street [or, Mansions], in the parish of —, in the county of —: [RESERVING to the lessor and to the superior lessor or lessors (x) for the time being, full right to erect any buildings upon any adjacent property, notwithstanding that such buildings when erected may impair or injuriously affect the free access of light and air through any windows of the premises:] Together with the user in common with the lessor and his other tenants of the entrance hall, lifts, stairs and passages leading to the said flat and also of the gas and water-pipes in the mansion for the service of the said flat: To HOLD unto the lessee, for the term of — years, from the — day of —, 19—, PAYING THEREFOR during the said term the yearly rent of £—, and so in proportion for any less period than a year, without any deduction except for landlord’s property tax, by equal quarterly payments on the usual

Parties.

Demise.

Parcels.

Reservation
of right to
build on ad-
joining land.

Habendum.

Reddendum.

(t) This is a very simple form to be used where stringent stipulations are not required. The payment for gas and electricity will, of course, be a matter of arrangement. In this precedent it is assumed that the tenant will be provided with separate meters, and will pay the charges directly to the companies. Where a landlord lets a top flat but retains possession and control of the roof, he is bound to take reasonable care to remedy defects in the roof of which he has notice, and which are dangerous to the tenant of the flat: *Cockburn v. Smith*, [1924] 2 K. B. 119; 93 L. J. K. B. 764.

(u) Stamp, see *ante*, p. 538.

(x) The references to a superior lessor or lessors will, of course, be omitted where the lessor is the estate owner of the fee simple.

XI. LEASE OF
FLAT OR
RESIDENTIAL
CHAMBERS.

Lessee's
covenants :
to pay rent ;
not to use
premises for
improper
purposes or
cause
annoyance ;

not to waste
water ;
not to use
passages, &c.
except for
ingress or
egress ;

not to assign,
&c. without
consent of
lessor ;
to repair
internally ;
and paint, &c.
in seventh
year of the
tenancy ;

quarter days in every year, the first of such payments to be made on the — day of —, 19—: AND THE LESSEE HEREBY COVENANTS with the lessor that he, the lessee, will pay the said rent at the times and in manner aforesaid: AND ALSO will not use or permit the premises to be used for any illegal or improper purpose, nor exhibit any placard on any part thereof, nor hang, or allow to be hung, any clothes, or other articles, on the outside of the premises, nor make, or permit to be made, any disturbance, noise, or annoyance whatsoever, detrimental to the premises, or to the comfort of the other inhabitants of the said mansion, nor do, or permit to be done, any act or thing which may be, or grow, to the annoyance, damage, or disturbance of the lessor, or the superior lessor or lessors (*x*) for the time being, or his or their tenants, or the occupiers of any adjoining premises, nor convert the premises, or any part thereof into nor use the same as a shop or warehouse, nor suffer any trade to be carried on therein, but will use the same as a private residence only: AND WILL not use the same for any purpose or in any manner so as to cause scandal or annoyance to the other inhabitants of the said mansion, or to the neighbours or neighbourhood: AND WILL not waste, or permit to be wasted, any water on the premises: AND WILL not allow any person or persons or children under his control to loiter or play in the passages, landings, or stairs or lift of the said mansion, and will not use the same in any way except for the purposes of ingress or egress: AND WILL use the back stairs only for the purpose of bringing coal and other articles into the said flat: AND WILL not assign or underlet the premises, or any part thereof, without the consent in writing of the lessor, such consent not to be unreasonably withheld (*y*): AND WILL keep the interior of the premises, and also the doors and windows thereof, and the fixtures therein, and all interior walls, pipes, and other appurtenances, in good substantial and tenantable repair, and in clean condition (damage by fire excepted): AND particularly will in the seventh year of the said term, calculated from the — day of —, 19—, whitewash the ceilings and cornices, paper the walls of the premises with suitable paper, and paint in a proper manner with two coats of good oil and whitelead paint of suitable colours, and grain and varnish all the internal wood, iron, and other work pre-

(*x*) See previous note.

(*y*) See as to this, *ante*, p. 566, note (*l*).

viously painted, grained, or varnished: AND ALSO will permit the lessor, or his agents, and the superior lessor or lessors (z) for the time being, and their respective architects, agents, surveyors, and workmen, twice in every year or oftener during the said term, at all reasonable hours, to enter into the premises, to view the condition thereof, and to give or leave notice in writing upon the premises for the lessee of all defects and wants of repair there found: AND ALSO will within three calendar months after every such notice well and sufficiently repair and make good such defects and wants of repair, whereof notice shall have been so given or left: AND ALSO will permit the lessor and his agents or workmen to do all such repairs as they may be liable to do upon the premises, or in or upon premises adjoining the same: AND ALSO will not during the said term cut or maim any of the principal timbers or walls of the premises, or any part thereof, or make, or permit to be made, any addition to the premises, or any alteration in the architectural decoration thereof, without the licence in writing of the lessor: AND WILL at the end of the said term peaceably and quietly deliver up possession of the premises unto the lessor in good state and condition (damage by fire excepted) together with the landlord's fixtures now or at any time during the said term in or upon the premises, and all improvements and additions thereto: AND THE LESSOR HEREBY COVENANTS with the lessee that the lessee, performing and observing all the covenants by the lessee herein contained, may quietly hold and enjoy the premises during the said term without any interruption by the lessor or any person claiming through him: AND FURTHER that he the lessor will pay all rates and taxes, parliamentary, parochial, or otherwise, that now are, or that hereafter may be imposed upon the premises, including water rate and the charges for gas and electricity consumed or used in or for the purposes of the said entrance hall, lift, stairs, and passages, and that he will keep the exterior of the premises in good and substantial repair: [AND ALSO will, at his own proper costs, within three months from the date hereof, completely finish the premises fit for habitation in a good and substantial and workmanlike manner, and with good and proper materials of their respective kinds]: PROVIDED ALWAYS that on any breach of any of

XI. LEASE OF
FLAT OR
RESIDENTIAL
CHAMBERS.

to permit to
inspect
premises ;

to repair on
notice ;

not to injure
the premises ;

to deliver
possession at
end of term.

Lessor's
covenants :

for quiet
enjoyment ;
to pay taxes,
&c.

Proviso for
re-entry.

(z) See note on p. 583.

XI. LEASE OF
FLAT OR
RESIDENTIAL
CHAMBERS.

Proviso for
suspension of
rent in case of
destruction of
premises by
fire.

the covenants by the lessee herein contained the lessor may re-enter upon the premises, and immediately thereupon the said term shall absolutely determine: PROVIDED ALSO that if the premises, or any part thereof, shall at any time during the said term be destroyed or rendered uninhabitable by fire (except through the wilful neglect of the lessee), then and in such case the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and again rendered fit for habitation.

IN WITNESS, &c.

XII. UNDERLEASE of PART of a HOUSE, as BUSINESS OFFICES, for TWENTY-ONE YEARS. COVENANT by LESSEES to OCCUPY as BUSINESS OFFICES, and not to bring COMBUSTIBLE MATERIALS upon the PREMISES, so as to INVALIDATE FIRE INSURANCE. By the LESSOR to pay all TAXES, &c., and to INDEMNIFY the LESSEES therefrom.

Parties.

THIS UNDERLEASE (a), made the — day of —, 19—, BETWEEN [lessor], of, &c. (who and his executors, administrators and assigns, unless the contrary appears, are hereinafter called "the lessor"), of the one part, and [lessees], of, &c., trading as — in partnership (b) under the style or firm of — & Co. (who and their executors, administrators and assigns, unless the contrary appears, are hereinafter called "the lessees"), of the other part: WITNESSETH that, in consideration of the rent and covenants hereinafter respectively reserved and contained and on the part of the lessees to be paid and performed, the lessor hereby demises unto the lessees, ALL those offices or rooms, &c. [describe rooms], being part of a messuage, &c., situate, &c. (c)

Testatum.

Parcels.

Stamp.

(a) Stamp, *ad valorem* on yearly rent: see *ante*, p. 538.

(b) In the case of a limited partnership, sects. 6 and 7 of the Limited Partnerships Act, 1907, should be considered; and it might be as well in that case for the lease to be taken by the "general" partners without joining the "limited" partner.

(c) A lease of "rooms situate on two floors of business premises" was held to include the external walls: *Goldfoot v. Welch*, [1914] 1 Ch. 213.

with full liberty for the lessees, their servants and visitors, to use the entrance, stairs, and passages of the said messuage for the purpose of passing and repassing at all times, to and from the said offices and premises hereby demised [on all days throughout the year, except Sundays, Christmas Day, Good Friday, and bank holidays, between the hours of — in the forenoon, and — in the afternoon]: Together also with the use in common with other persons entitled thereto of the water-closets, lavatory, and conveniences on the — floor of the said messuage: To HOLD the premises unto the lessees, as joint tenants and as part of their partnership property, from the — day of —, 19—, for the term of twenty-one years, determinable nevertheless as hereinafter mentioned: PAYING THEREFOR, yearly during the said term, and so in proportion for any less period than a year, the clear rent of £—, on the usual quarterly days in every year, by equal portions, the first payment thereof to be made on the twenty-fifth day of March, 19—: AND THE LESSEES HEREBY jointly and severally covenant with the lessor, that they the lessees, or one of them, will pay the said rent at the times and in manner aforesaid: AND ALSO [*covenant to make internal repairs, and to permit the lessor to enter and view, and to repair on notice, ante, p. 585*]; AND ALSO, that they the lessees will not, during the continuance of this demise, use, or permit to be used, the premises, or any part thereof, otherwise than as business offices, nor for any purpose or in any manner which may be a nuisance or annoyance to the owners or occupiers of adjoining houses, or of other offices or rooms in the messuage aforesaid, nor will bring, or permit to be brought to or lodged in or upon the premises, or any part thereof, any goods of a sort or quality, nor do or suffer any act or thing, which may in any way affect or invalidate any insurance or insurances from fire, made, or hereafter to be made, by the lessor of the premises, or of any goods and merchandize in the part thereof occupied by him or his undertenants: AND WILL not assign or underlet the premises or any part thereof without the consent in writing of the lessor: AND THE LESSOR HEREBY COVENANTS with the lessees, that they the lessees paying the rent or sum of £—, hereinbefore reserved

XII. LEASE OF
PART OF
HOUSE AS
BUSINESS
OFFICES.

Habendum.

Reddendum
quarterly.

Covenant by
lessees not to
use or permit
offensive
tradés;

not to bring
combustible
materials on
the premises
so as to invali-
date any fire
insurance;

not to assign,
&c. without
consent.

Covenant by
lessor for quiet
enjoyment;

As to the landlord's liability to repair, see *Hewitt v. Rowlands*, 93 L. J. K. B. 1080; *Cockburn v. Smith*, [1924] 2 K. B. 119; 93 L. J. K. B. 764.

XII. LEASE OF
PART OF
HOUSE AS
BUSINESS
OFFICES.

free from
all taxes,
payments for
water, &c.

Covenant by
lessor to pay
all taxes, &c.

and made payable, and observing, fulfilling, and keeping all and singular the covenants and agreements herein contained and on their part to be observed and performed, shall, peaceably and quietly, hold and enjoy the premises during the said term, without any disturbance or interruption whatsoever by the lessor, or any other person claiming under him; freed and discharged of and from the payment of land tax, and all other rates, taxes, assessments, and impositions whatsoever (other than parochial rates, gas rate, and water rate), now payable or hereafter to become payable in respect of the premises, or any part thereof, by authority of Parliament or otherwise: AND which taxes, assessments, and impositions (other than as aforesaid), the lessor hereby covenants with the said lessees to pay and satisfy and also to indemnify the said lessees from all payments in respect thereof: AND THE LESSOR HEREBY COVENANTS with the lessees to keep the exterior of the premises in good and substantial repair: [*Proviso for re-entry, ante, pp. 567 or 585. Proviso for determination of the lease at the end of seven or fourteen years, ante, p. 578.*]

IN WITNESS, &c.

XIII. LEASE of the PRINCIPAL MANSION HOUSE, GARDEN, and PLEASURE GROUNDS by a TENANT for LIFE under the Settled Land Act. PENAL RENTS on BREACH of certain COVENANTS. MANAGEMENT of the GARDEN, FRUIT TREES, PLEASURE GROUNDS, &c. (d).

Parties.

THIS LEASE (e), made, &c., BETWEEN [*lessor*], of, &c. (who, and the person or persons for the time being entitled to the reversion of the hereditaments hereby demised, unless the contrary appears, are hereinafter referred to as "the lessor"), of the first part; [*trustee*], of, &c., and [*trustee*], of, &c. (hereinafter called "the trustees"), of the second part; and [*lessee*], of, &c. (who, and his executors, administrators, and assigns, unless the contrary appears, are hereinafter called "the lessee"), of the third part: WHEREAS by virtue of the will dated, &c., and proved, &c.,

(d) As to leases by a tenant for life under the S. L. Act, see Preliminary Note, *ante*, p. 542, and note (k), *ante*, p. 579.

(e) Stamp, *ad valorem* on the amount of the rent. No additional stamp is required in respect of the penal rents: see *ante*, p. 539.

Stamp.

of [*testator*], deceased [or, “of an indenture of settlement, dated, &c., and made between,” &c.], and of a vesting deed dated, &c., and made, &c., the lessor is now tenant for life of the hereditaments hereby demised, and the trustees are now the trustees for the purposes of the Settled Land Act, 1925, of the settlement created by the said will [or, “of the said settlement”]. AND WHEREAS the vendor, with the consent (hereby testified) of the trustees (*f*), has agreed to demise the said hereditaments hereinafter described unto the lessee for the term and at the yearly rent and subject to the covenants and conditions hereinafter expressed and contained.

XIII. LEASE OF
MANSION
HOUSE, PARK
AND GARDEN,
ETC.

Recitals:
of will or
settlement;
of agreement
for lease.

NOW THIS DEED WITNESSETH as follows:—

Testatum.

1. In consideration of the rents hereby reserved, and of the covenants by the lessee hereinafter contained; the lessor, with the consent of the trustees, hereby demises unto the lessee, ALL THAT mansion house, situate in the parish of —, in the county of —, and commonly known as — Lodge, with the park (*g*), gardens, pleasure grounds, buildings, and hereditaments occupied or held therewith; AND ALSO ALL THAT close, or parcel of meadow or pasture land, situate in front of the said messuage or dwelling-house, and partly surrounding the same, containing by estimation twelve acres or thereabouts; AND ALSO ALL THAT other close, or parcel of meadow land, situate behind the said dwelling-house, and containing by estimation six acres or thereabouts; AND ALSO ALL THAT wood, or parcel of wood ground, situate near unto the said mansion house, with the shrubbery and gravel walk through the same, containing by estimation ten acres or thereabouts; AND ALSO ALL THAT lake or piece of land covered with water, situate near the said mansion house, and containing by estimation — acres or thereabouts; AND which mansion house, park, gardens, pleasure grounds, closes, pieces, or parcels of land, wood, lake, and premises, are now in the occupation of the lessor, and are more particularly described in the plan drawn in the margin hereof: To HOLD the said mansion house, and all and singular other the premises hereby demised, with their appurtenances, unto

Parcels:
dwelling-
house;

wood and
shrubbery.

Habendum.

(*f*) The settlement is assumed to have been made prior to the commencement of the S. L. A. 1925: see sect. 65 of that Act.

(*g*) As to the meaning of “park” in the S. L. Acts, 1882 to 1890, see *Pease v. Courtney*, [1904] 2 Ch. 503.

XIII. LEASE OF
MANSION
HOUSE, PARK
AND GARDEN,
ETC.

Reddendum.

*Reddendum of
100l. an acre
for ploughing
meadow.*

*Reddendum of
additional
rent for breach
of covenant.*

*Covenants
by lessee
to pay rents
and to repair.*

*To keep the
gardens in
order;*

the lessee henceforth during the term of — years (*h*), paying therefor the yearly rent of £——, half-yearly, on, &c.; the first payment to be made on the — day of — next; AND ALSO paying on the days aforesaid (above the yearly rent of £—— hereinbefore reserved), for every acre of meadow or pasture ground which the lessee shall plough, break up, or convert into tillage, contrary to the covenant hereinafter contained, the yearly rent of 100l. during the then residue of the said term; the first payment of the said additional rent to be made on such of the days hereinbefore appointed for payment of rent as shall happen next after such ploughing, breaking up, or conversion into tillage as aforesaid; AND in case the lessee shall be guilty of any breach or non-performance of any of the several covenants or agreements hereinafter contained on the part of the lessee to repair the premises, and to preserve the timber trees and other trees on the premises, and not to assign, underlet, or otherwise dispose of or part with the possession of the premises as is herein-after more fully expressed: then also, and on every such breach or non-performance, paying the further additional yearly rent of 200l., during the said term, on the days and in manner aforesaid; the first payment of the rent lastly hereinbefore reserved to be made on such of the aforesaid days of payment as shall happen next after any and every such breach or non-performance as aforesaid.

2. The lessee hereby covenants with the lessor, that he the lessee will pay the yearly rents hereby reserved at the times and in manner hereinbefore appointed for payment thereof respectively; AND ALSO, that the lessee will, at all times during the continuance of the term hereby created, as often as occasion shall require, at his own expense, sufficiently repair, maintain, paint, and preserve the said mansion house, with the stables, outbuildings, and appurtenances thereunto belonging, and all other the erections and buildings standing or being on the premises, or any part thereof; AND will keep the premises, with all the walls, rails, fences, drains, sinks, sewers, and appurtenances thereunto belonging, in good and tenantable repair and condition (accidents by fire only excepted); AND ALSO that the lessee will, from time to time during

(*h*) Not exceeding fifty years: see S. L. A. 1925, s. 41; and see sect. 42 as to the general provisions relating to leases by a tenant for life.

the continuance of the present demise, keep the gardens and garden ground belonging to the said messuage or dwelling-house well cropped and manured, and manage the same according to approved methods of gardening; AND that he will not cut down or destroy any of the fruit trees now growing, or which shall, at any time or times during the term hereby created, grow in the said gardens (except such trees as shall be decayed or shall cease to be productive of fruit), but will carefully preserve the same trees, except as aforesaid, and cause the said fruit trees to be properly pruned at seasonable times of the year: AND that he will plant, in the place or stead of every fruit tree which shall be decayed or become unproductive during the said term, and which shall be cut down by him, a thriving tree of proper growth, of the same sort of fruit: AND ALSO that the lessee will not at any time during the continuance of this present demise, fell, cut down, lop, top, or carry away any of the timber or other trees now growing or being, and which shall at any time or times during the said term grow or be, upon the other parts of the premises, but will preserve the last mentioned trees, and all the shrubberies, hedges, and underwood belonging to the premises from damage or injury by cattle or otherwise; AND ALSO will keep the said park, gardens, and pleasure grounds in good order, as the same have been usually kept by the lessor, and will not use the same for any other purposes than those of pleasure and ornament; nor commit, or suffer to be committed, on the premises, or any part thereof, any waste, spoil, or destruction whatsoever; AND ALSO that the lessee will not, at any time during this present demise, plough, break up, or convert into tillage, any of the meadow or pasture ground hereby demised, without first obtaining the licence or consent in writing of the lessor for that purpose; AND ALSO that the lessee will, in every year during the said term, cause all the dung, manure, and compost to arise from the premises, or any part thereof, to be spread or bestowed in a husbandlike manner upon the land or ground hereby demised, on such part thereof as shall stand in most need of manure; AND that he will not in anywise impoverish or deteriorate the land or ground hereby demised, or any part thereof; but will, at all times during the said term, use, manage, and cultivate the same in a husbandlike manner; AND ALSO that the lessee will not, at any time or times during the term hereby created, assign, demise,

XIII. LEASE OF
MANSION
HOUSE, PARK
AND GARDEN,
ETC.

to preserve the
fruit trees ;

to plant fresh
trees in the
room of
decayed trees ;

not to cut
timber trees ;

to keep plea-
sure grounds
in order ;

not to convert
land to
tillage ;

to spread upon
the lands the
manure that
shall arise
therefrom ;

not to assign,
demise or

XIII. LEASE OF
MANSION
HOUSE, PARK
AND GARDEN,
ETC.

otherwise
part with the
possession ;

to leave pre-
mises at the
end of term ;

to permit
lessor to
inspect
repairs ;

not to use
premises for
purposes of
trade.

Covenant by
lessor :
for quiet
enjoyment ;

Proviso for
re-entry.

or otherwise dispose of or part with the possession of the premises, or any part thereof, to any person or persons whomsoever, for the whole or any part of the said term, without the licence of the lessor in writing first obtained for the purpose (i) ; AND ALSO that the lessee will, at the expiration or other sooner determination of the term hereby granted, peaceably and quietly yield up unto the lessor the hereby demised mansion house, closes, pieces, or parcels of land, wood, lake, and premises, in good and tenantable repair and condition ; AND ALSO that the lessor shall be at liberty, either with or without workmen or others, twice in every year during the term hereby granted, at all convenient times in the day, to enter into and upon the premises, in order to view the same and examine the state and condition thereof ; AND in case the lessor shall find any want of repairs, and shall deliver to the lessee, or leave upon the premises, a notice in writing, enjoining him to repair the premises, then the lessee shall, within the space of two calendar months after the delivery of such notice, repair the same accordingly ; AND FURTHER, that the lessee will not, during the term hereby granted, use or employ the premises, or any part thereof, or permit or suffer the same to be used or employed, for the purposes of any trade or business whatsoever.

3. The lessor hereby covenants with the lessee that the lessee, paying the said yearly rents hereby reserved respectively, and observing and performing the covenants hereinbefore contained shall quietly enjoy the premises during the said term without any disturbance by the lessor, or any person claiming through, under, or in trust for him ; PROVIDED ALWAYS, that if the yearly rents, or any of them, hereby reserved, or any part thereof respectively, shall be in arrear for the space of thirty days next after either of the days hereinbefore appointed for payment thereof, whether the same shall have been lawfully demanded or not ; or in case default shall be made in the observance or performance of any of the covenants hereinbefore contained and on the part of the lessee to be observed and performed, then, in either of the said cases, it shall be lawful for the lessor to re-enter into the premises, or any part thereof, in the name of the whole, and to repossess

(i) As to the covenant not to sublet or part with possession without consent, see *Chatterton v. Terrell*, [1923] A. C. 578 ; 92 L. J. Ch. 605 ; *Roberts v. Enlayde, Ltd.*, [1924] 1 K. B. 335 ; 93 L. J. K. B. 593.

and enjoy the same as in his former estate; and upon such entry the term hereby granted shall cease, determine, and be absolutely void.

IN WITNESS, &c.

XIII. LEASE OF
MANSION
HOUSE, PARK
AND GARDEN,
ETC.

XIV. AGREEMENT *for a BUILDING LEASE or several BUILDING LEASES; SPECIAL PROVISIONS for CONSTRUCTION of several HOUSES, and as to TIME of COMPLETION; PROVISIONS as to ADVANCES by LESSOR to LESSEE as the WORKS PROGRESS (k).* [OPTION to PURCHASE in Note.]

AGREEMENT (l), made the — day of —, 19—, BETWEEN [lessor], of, &c. (who, and his successors in title and the persons deriving title under him or them, unless the contrary appears, are hereinafter called “the lessor”), of the one part, and [lessee], of, &c. (who, and his executors, administrators, and assigns, unless the contrary appears, are hereinafter called “the lessee”), of the other part; WHEREBY IT IS AGREED as follows:—

Parties and
interpretation
clause.

1. The lessee may at any time or times after the execution of this agreement, and until the determination thereof, enter upon all that piece or parcel of land situate, &c., which premises are delineated with the abuttals in the plan annexed to this agreement, and therein coloured —, for the purpose only of executing the operations and works hereinafter mentioned.

Lessee may
enter and
build.

2. The lessee shall, within — months from the date of this agreement, at his own cost, sufficiently fence off the land hereby agreed to be demised so as to protect the adjoining land from trespass and damage, and will, previously to requiring any lease to be granted under these presents, fence off the land from time to time required to be leased from the adjoining land with a substantial wood paling, or with a brick wall not less than nine inches

Lessee to fence
off building
land.

(k) For a form of building lease to the builder's nominee, see Precedent VIII., *ante*, p. 568.

(l) This instrument will require not only an *ad valorem* stamp on Stamp. aggregate rent (see *ante*, p. 538), but also to be further stamped as a mortgage with an *ad valorem* duty for the amount to be secured: see Vol. II. *tit.* “Mortgages.” Being an “estate contract” within the meaning of sect. 10 of the L. C. A. 1925, it should be registered as a land charge.

XIV. AGREEMENT FOR BUILDING LEASES AND ADVANCES BY LESSOR.

Lessee to build houses of specified value within specified time.

in thickness and four feet in height, to the satisfaction of the architect or surveyor for the time being of the lessor (hereinafter referred to as "the surveyor").

3. The lessee will, within the period of — years from the date of this agreement, lay out and expend not less than £—— in the erection and completion on the said piece or parcel of land of — good and substantial messuages or dwelling-houses, with their appurtenances, all such messuages to be built of solid brick or stone, or brick and stone, with roofs of the best slate or ornamental tiles, with suitable gardens, outbuildings, offices, sewers, drains, fences, and other conveniences, according to the plans and specifications in the first schedule hereto [*or*, "according to plans and specifications to be first submitted to and approved by the surveyor"], and so that not less than £—— shall be expended in respect of each of the said dwelling-houses, with the outbuildings and appurtenances thereto, such sum of £—— to include the cost price of labour and materials alone.

Lessee to construct houses of proper materials, &c.

4. The lessee shall construct and execute the said dwelling-houses, buildings, and works with good, well seasoned, and proper materials of all kinds in a substantial and workmanlike manner, and in conformity with any statutory, municipal, or local enactments or regulations applicable thereto, and under the inspection and to the satisfaction of the surveyor.

Lessee may lay out roads, &c.

5. The lessee may make and lay out such roads, ways, streets, and squares in, through, over, or upon the said piece or parcel of land as he shall think proper, the plans of all such proposed roads, ways, streets, and squares being first submitted to and approved by the surveyor, and it is hereby expressly agreed that the lessee shall, at his own cost, complete all such roads, ways, streets, and squares, and the approaches thereto, and the sewers and drains connected with the houses to be built as aforesaid within — years of the date of this agreement, to the satisfaction in all respects of the surveyor.

Lessee to deposit plans (m).

6. [When and so soon as any plans or elevations of the said dwelling-houses, buildings, gardens, roads, ways, streets, squares,

(m) If the plans and specifications are scheduled to the agreement, the clause in brackets will be omitted. If the first schedule is omitted, the reference in the text to the numbers of the other schedules must be altered accordingly.

sewers, drains, and other works hereby authorised shall have been approved by the surveyor, the lessee will, at his own cost, cause good and accurate copies or drawings thereof to be deposited with the surveyor.] No dwelling-house, building, or work whatever shall be erected or constructed by the lessee upon the said piece or parcel of land, or any part thereof, except in accordance and conformity with the stipulations and provisions herein contained.

7. The lessee shall not make any bricks nor burn any clay or lime on the said piece or parcel of land, nor commit or allow any unnecessary nuisance on the premises, nor remove any stone, earth, clay, gravel, sand, or minerals without the consent of the lessor or the surveyor previously obtained for that purpose.

8. The lessee shall erect and complete fit for occupation and use one of the said dwelling-houses, with the garden, offices, out-buildings, drains, fences, and other conveniences thereto belonging, on or before the — day of —, 19—, another of the said dwelling-houses, with such appurtenances as aforesaid, on or before the — day of —, 19—, and erect and complete as aforesaid each of the other dwelling-houses within — months after the completion of the one last completed.

9. When and so soon as the lessee shall have erected and completed any of the said dwelling-houses, with such appurtenances as aforesaid, and the surveyor shall have certified to that effect, the lessor will, if this agreement shall not then have been determined, grant to the lessee or his nominee a lease of such dwelling-house with the land laid out to be occupied therewith for the term of — years from the — day of —, 19—, at the yearly rent specified for such dwelling-house and land in the second schedule hereto on the lessee or his nominee executing counterparts of such leases respectively, and paying for each of such leases and a counterpart thereof respectively a sum not exceeding £— in respect of the costs and expenses of and incident to the preparation, stamping, and execution thereof respectively.

10. Until a lease or leases shall have been granted of the entirety of the said premises under the last preceding article, the lessee will pay to the lessor the several yearly rents following, that is to say: For the first year of the said term from the — day of —, 19—, the rent of a peppercorn, if demanded; for the second year thereof the rent of £—; for the third year thereof the rent of £—;

XIV. AGREEMENT FOR BUILDING LEASES AND ADVANCES BY LESSOR.

No work to be done except in accordance with the agreement.
Lessee not to make bricks, &c.

Time for completion of houses.

Leases to be granted on completion.

Lessee to pay rents until execution of leases.

XIV. AGREE-
MENT FOR
BUILDING
LEASES AND
ADVANCES BY
LESSOR.

and for the fourth, and for each and every subsequent year during the continuance of this agreement, the full yearly rent of £—, all such several rents to be paid quarterly on the usual quarter days, the first payment of such yearly rents, after the first year, to be made on the — day of —, 19—, and such several rents to be clear of all land tax, tithe rentcharge, main drainage rate, and all existing taxes, rates, charges, duties, assessments, and deductions whatsoever, whether parliamentary, parochial, metropolitan, local, or otherwise, to which the premises or the lessor or lessee respectively in respect of the premises are or is or hereafter shall or may be liable, except only the landlord's property tax: PROVIDED ALWAYS, that the rent or rents payable under any lease or leases to be granted pursuant to this agreement shall from time to time be set off against, and be accepted in or towards satisfaction, as the case may be, of the rent or yearly sum for the time being payable under this clause for the entirety of the said premises, but so that when leases shall have been granted of the entirety of the said premises, the aggregate of the rents thereby reserved shall amount to the full rent or yearly sum of £—.

Lessee to
observe cove-
nants and
insure
unfinished
houses.

11. Until all the said intended leases shall have been granted, the lessee will pay all the said taxes, rates, charges, duties, assessments, and deductions, except as aforesaid, and will, as far as circumstances will admit, observe and perform the covenants and conditions which the respective lessees would be bound to observe and perform if the said leases had been granted respectively, and the lessee shall keep the dwelling-houses and buildings to be erected hereunder, so soon as the same respectively shall have reached the height of twenty feet above the level of the ground, insured in the joint names of the lessor and lessee to the amount of three-fourths of the value for the time being thereof in one of the public offices of insurance, to be approved by the lessor, and will when required produce to the lessor the policy and the last receipt for the premium in respect of every such insurance.

Form, &c. of
leases.

12. The lease or several leases to be granted in pursuance of this agreement shall be in the form and to the effect set forth in the third schedule hereto, so far as circumstances will permit.

Lessee to
accept leases
and execute
counterparts;

13. The lessee will accept and take a lease or leases of the said pieces or parcels of land, with the messuages or dwelling-houses, erections, and buildings, to be thereupon erected and built as aforesaid, under the terms and conditions hereinbefore expressed,

and execute a counterpart or counterparts thereof respectively, and pay such sum of money as aforesaid for each and every such leases and counterparts; and also the expenses of preparing and executing these presents and the counterpart thereof.

14. The lessee will also pay all reasonable fees and charges of the surveyor for inspecting and approving of plans and elevations of the intended buildings and works, and for inspecting and superintending the progress thereof, and for giving certificates, and for drawing the plans to be annexed to the said leases and counterparts thereof.

15. The lessor will, during the progress of the works hereby agreed or authorised to be executed, from time to time on the request of the lessee, and when the surveyor shall certify in writing that such progress has been made as is mentioned in the fourth schedule hereto, and also that all the buildings and works hereby agreed or authorised to be constructed and executed have been properly proceeded with, make advances to the lessee at such rate of interest as is hereinafter mentioned and in the manner and to the extent set forth in the fourth schedule hereto.

16. The lessee will repay to the lessor every sum advanced to him pursuant to the last preceding article at the expiration of six calendar months from the time of such advance, with interest thereon as from the time of such advance at the rate of — per cent. per annum, payable half-yearly, the first payment thereof to be made at the expiration of six calendar months from the time of such advance, and all such principal and interest moneys, and all costs of and incident to all such advances, and the securities for the same, shall, until repayment and as well after as before the granting of every such lease or leases as aforesaid, be a first charge on the interest of the lessee in the said piece or parcel of land and the dwelling-houses, buildings, and works hereby agreed or authorised to be constructed and executed thereon; and shall be secured by a deposit of this agreement and a memorandum of such deposit. When any lease is granted the amount of the moneys advanced in respect of the house or houses comprised therein, with interest at the rate aforesaid, shall be secured by a legal mortgage of the premises comprised in such lease, which the lessee will execute and deliver to the lessor. And thereupon the premises comprised in such legal mortgage shall be free and dis-

XIV. AGREEMENT FOR BUILDING LEASES AND ADVANCES BY LESSOR.

and pay expenses.
Lessee to pay surveyor's charges.

Lessor to make advances to lessee during progress of works.

Repayment of advances.

XIV. AGREE-
MENT FOR
BUILDING
LEASES AND
ADVANCES BY
LESSOR.

Powers of
sale, &c. on
default of
repayment.

charged from such of the said advances as shall not be thereby secured. Every such memorandum or mortgage as aforesaid shall be prepared by the solicitor of the lessor at the cost of the lessee, and shall contain such provisions as such solicitor shall think fit.

17. In case at any time after the expiration of six calendar months from the making of any such advance as aforesaid the lessee shall make default in the repayment of such advance after such demand thereof as is hereinafter mentioned, or in case he shall make default in any half-yearly payment of interest payable in respect of any such advance or any part thereof for the space of fourteen days after the time hereby appointed for such payment, or if the lessee shall become bankrupt (which expression includes making any assignment for the benefit of his creditors, or entering into any composition or scheme of arrangement with his creditors), then and in any such case it shall be lawful for the lessor to enter into and upon the said piece or parcel of land, and to erect, complete, or execute any houses, buildings, or works thereon which may be unfinished in such manner as he shall think proper, and for that purpose to enter into any contracts with builders or others, and engage workmen and provide scaffolding, tools, plant, and materials, or to use any scaffolding, tools, plant, or materials which may be in or upon the premises, without making to the lessee any payment, allowance, or compensation whatever, and to let, or manage, and deal with the said piece or parcel of land as the absolute owner thereof, without being responsible for loss, or to sell the said piece or parcel of land and the dwelling-houses, buildings, and works thereon, or any part thereof, either together or in parcels, and either by auction or private contract, upon such conditions and in such manner as he shall think fit, and to buy in, vary, or rescind any contract for sale, and to resell without being answerable for any loss occasioned thereby, and to give valid receipts for the purchase-money, and to do all other acts and things which he may think expedient for effectuating any such sale; and the lessor shall apply any rent, proceeds of sale, or other moneys to arise by the exercise of his powers aforesaid, in the first place to pay the costs and expenses incurred in or about the exercise of such power, and in the next place in or toward satisfaction of any principal or interest moneys for the time being owing to him in respect of any such advance as aforesaid, including the expenses of any works executed by him as aforesaid, and in or towards

satisfaction of any rent or rents for the time being owing to him under clause 10 hereof, and of any moneys expended by him in insuring any buildings on the premises, and shall pay the surplus (if any) to the lessee.

XIV. AGREEMENT FOR BUILDING LEASES AND ADVANCES BY LESSOR.

18. No lessee or purchaser upon any such sale as aforesaid shall be bound or concerned to inquire whether any of the cases in which such power is hereby made exercisable has happened, or as to the propriety or otherwise of such sale.

Protection of purchasers, &c.

19. Any demand for payment of money under the 17th article hereof may be made in writing left for or sent by post to the lessee, at his last known place of abode or business in England, or left at or affixed to any part of the said piece or parcel of land, dwelling-houses, buildings, and premises.

How demands may be made.

20. In case the lessee shall make default in erecting, completing, and covering in the said messuages or dwelling-houses, erections, and buildings, to be erected and built as aforesaid, or any of them, in manner and within the respective times hereinbefore provided, or if the lessee, or any of his nominees, shall neglect or refuse to accept any such lease or leases as aforesaid, and to execute a counterpart or counterparts thereof, or to pay the costs and expenses of and incident to the preparation and execution of the same respectively, within one calendar month after he or they shall have been requested by the lessor so to do, in all of which respects time shall be of the essence of the contract, or in case of breach of any of the stipulations herein contained, or if the lessee shall not proceed with the works with proper diligence, then and in any such case it shall be lawful for the lessor, if he shall think fit, to re-enter and take possession of the premises hereby agreed to be demised, or such part of the same whereof no such lease as aforesaid shall have been actually granted, and of all buildings, erections, plant, and materials (n), which may be thereon, without

Power of re-entry on lessee's default to complete works.

(n) With regard to the enforcement of the right of entry given by this proviso, the power given by the L. P. A. 1925, to the Court to relieve against forfeiture must be borne in mind. Sect. 14 of the O. A. 1881, was held not to apply to an agreement for a lease (*Ayling v. Mercer*, W. N. (1885) 166; *Swain v. Ayres*, 20 Q. B. D. 585) unless there was a present right to specific performance: *Swain v. Ayres*, 21 Q. B. D. at pp. 292, 293; *Lowther v. Heaver*, 41 Ch. D. 248, at pp. 260, 261; *Strong v. Stringer*, W. N. (1899) 135. The definition of "lease" con-

XIV. AGREEMENT FOR BUILDING LEASES AND ADVANCES BY LESSOR.

Option for lessor to determine agreement on lessee's death.

making to the lessee, or his nominees or nominee, any allowance or compensation in respect thereof, and thereupon this agreement, and everything herein contained shall, as regards the whole or such part of the premises as shall be so re-entered upon, cease and become void.

21. In case the said [*lessee*] shall die before the messuages or dwelling-houses, buildings, and other works hereby agreed to be erected and executed shall have been fully completed, the lessor may at his option either require the executors or administrators of the said [*lessee*] to complete the same according to the stipulations of this agreement, or may by notice in writing to such executors or administrators determine this agreement: PROVIDED ALWAYS, that if the lessor shall elect so to determine this agreement he shall pay to the executors or administrators of the said [*lessee*] such a sum as shall recoup his estate for all such moneys as shall be certified by such architect or surveyor as aforesaid to have been properly laid out by the said [*lessee*] in carrying out the works and operations aforesaid, after deducting thereout any principal or interest moneys for the time being owing to the lessor in respect of any such advance as aforesaid or due to him in respect of rent or expenditure under the provisions hereof.

Arbitration clause.

22. If any dispute or difference shall arise touching the said messuages or dwelling-houses, buildings, and works hereby agreed to be erected and executed, or touching the construction or effect of this agreement, or of any clause or stipulation herein contained, or the rights and liabilities of the lessor and lessee respectively hereunder, the said dispute or difference shall be referred to the determination and award of two indifferent persons, one to be named by the lessor, another by the lessee, or an umpire to be appointed in writing by the said two persons so to be named as aforesaid before entering on the reference; and this shall be deemed to be a submission to arbitration within the Arbitration

tained in sub-sect. (5) (a) of the L. P. A. 1925, includes "an agreement for a lease where the lessee has become entitled to have his lease granted." Neither the Bills of Sale Act, 1878, nor the Bills of Sale Act (1878) Amendment Act, 1882, affect the power here given to seize plant, &c. belonging to the lessee: see *Ex parte Newitt*, 16 Ch. D. 522; *Reeves v. Barlow*, 12 Q. B. D. 436; *Morris v. Delobel Flipo*, [1892] 2 Ch. 352.



Act, 1889, or any statutory modification or re-enactment thereof, the provisions whereof shall apply as far as applicable (o).

23. This agreement shall not, nor shall anything herein contained or to be done in pursuance hereof, except the granting of a lease as aforesaid, operate as an actual or present demise of the premises, or any part thereof, or create any leasehold interest therein or tenancy thereof: But the lessee shall only have a right to enter upon the premises for the purpose of performing this agreement. Any rents or yearly sums hereby agreed to be paid by the lessee, which shall be in arrear, shall be recoverable by the lessor as if the same were rent in arrear and the lessee were the tenant of the premises (p).

XIV. AGREEMENT FOR BUILDING LEASES AND ADVANCES BY LESSOR.

Proviso that agreement shall not operate as demise.

IN WITNESS, &c.

(o) For other forms of arbitration clauses applicable to agreements for building leases, see the precedents of building agreements, *sub tit.* "Agreements," *ante*.

(p) If it is intended that the lessee shall have the option of purchasing the reversion, add the following clause:—

24. If the lessee shall at any time before the — day of — be desirous of purchasing the fee simple of all or any one or more of the said messuages or dwelling-houses with the ground and appurtenances belonging thereto, and of such desire shall give to the lessor or leave for him at his usual or last known place of residence in England three calendar months' notice in writing ending on some one of the quarterly rent days hereinbefore mentioned, then and in every such case, at the expiration of such notice, the lessee shall become and be the purchaser of the said messuages or dwelling-houses, or such one or more of them, with the ground and appurtenances belonging thereto as shall be specified in such notice, at the rate of £— for each of the said messuages or dwelling-houses, with its ground and appurtenances; and shall, on payment of the purchase-money, all moneys then due or accruing due in respect of advances, rent, costs, expenses, or otherwise under these presents so far as the same relate to the premises specified in such notice, within two calendar months thereafter, be entitled to a conveyance of the reversion in fee of the purchased premises from all proper parties; [but the title thereto up to the date of this agreement shall be admitted to be in the lessor without investigation]; and this agreement shall, upon the execution of

Option for lessee to purchase the freehold.

XIV. AGREEMENT FOR
BUILDING
LEASES AND
ADVANCES BY
LESSOR.

THE FIRST SCHEDULE ABOVE REFERRED TO.
(*Plans and Specifications.*)

THE SECOND SCHEDULE ABOVE REFERRED TO.
(*Rents, &c., see Clause 9.*)

THE THIRD SCHEDULE ABOVE REFERRED TO.
(*Form of Lease, see Clause 12.*)

THE FOURTH SCHEDULE ABOVE REFERRED TO.
(*Schedule of Advances to be made, see Clause 15.*)

such conveyance, cease as from the expiration of the said notice as to the premises so purchased, but not further or otherwise; and the costs of the said conveyance, except as to the perusal and execution thereof by the parties conveying, shall be borne by the purchaser; but the costs of deducing and proving the title to the reversion in fee [as from the date of these presents], and of the perusal and execution of the conveyance by and on behalf of the parties conveying shall be borne by the lessor; and every such conveyance shall contain such restrictive covenants as to not carrying on offensive trades as are contained in the form of lease set forth in the third schedule hereto; but the purchaser and his successors in title, and the persons deriving title under him or them, shall be entitled to the like right of using the roads coloured brown on the said plan as is therein mentioned; and the purchaser shall be entitled to a statutory acknowledgment of his right to the production of all documents of title in the lessor's possession, or control, relating to the premises purchased by him, and an undertaking for the safe custody thereof.

LEASES, &c. (AGRICULTURAL) (q).

XV. AGREEMENT *for the LETTING of a FARM from YEAR to YEAR, containing STIPULATIONS as to the MODE of HUSBANDRY (r), &c., with SCALE of ALLOWANCES for TENANT'S IMPROVEMENTS.*

XV. AGREE-
MENT FOR
LETTING A
FARM FROM
YEAR TO YEAR.

MEMORANDUM OF AGREEMENT (s), made this — day of —, 19—, BETWEEN [*landlord*], of —, in the county of —, Esquire (hereinafter called “the landlord,” which expression shall include his successors in title and the persons deriving title under him or them (t) (where the context so admits)), of the one part, and [*tenant*], of —, in the county of —, farmer (hereinafter called “the tenant,” which expression shall include his executors, administrators, and assigns (where the context so admits)), of the other part; WHEREBY the landlord agrees to let, and the tenant agrees to take, ALL the farm and lands called —, situate in the parishes of — and —, in the county of —, the particulars whereof are specified in the first schedule hereto, from Michaelmas Day, 19—, upon the terms following, that is to say:—

Demise of
certain lands
from year
to year.

1. The tenancy to be from year to year.

[2. The tenant to enter on fallows at Lady Day, 19—, on the other lands, and the house and buildings (except barns) at Michaelmas, 19—, and on the barns at May Day, 19—.]

Times of
entry on the
different
parts.

3. Either party to be at liberty to determine the tenancy by a

Power to
determine
tenancy.

(q) See the Agricultural Holdings Act, 1923.

(r) See sub-sect. (1) of sect. 30 of the Agricultural Holdings Act, 1923 (which confers on the tenant freedom of cropping and disposal of produce). The sub-section does not, however, apply “In the case of a tenancy from year to year, as respects the year before the tenant quits the holding, or any period after he has given or received notice to quit which results in his quitting the holding.”

(s) Stamp, *ad valorem* on amount of rent: see Preliminary Note, p. 538. Stamp.

(t) In the case of a lease under a power, say,

“the person or persons from time to time entitled to the reversion of the premises hereby demised expectant on the term hereby granted.”

XV. AGREE-
MENT FOR
LETTING A
FARM FROM
YEAR TO YEAR.

notice in writing of twelve calendar months or upwards expiring on any Michaelmas Day (*u*).

[4. Tenant to quit in like manner as before expressed concerning his entry.]

Rent.

5. Rent, £—— per annum, payable half-yearly, at Lady Day and Michaelmas Day, without any deduction on account of any tax, rate, assessment, or other outgoings whatsoever, except the land tax, and landlord's property tax, which are to be paid or allowed by the landlord.

As to taxes,
&c. (*x*).

6. The tenant will from time to time and at all times during the said term, pay and discharge all rates, taxes, duties, charges, assessments and outgoings whatsoever (whether parliamentary, parochial, local, or of any other description), which are now or may at any time hereafter be assessed, charged, or imposed upon, or payable in respect of the said premises, or the owner or occupier in respect thereof [land tax and] landlord's property tax only excepted.

As to imme-
diate repairs.

7. Landlord, at his own costs, to cause the repairs to the barns mentioned in the second schedule hereto, to be done as soon as conveniently can be after Lady Day, 19—, and to do the other repairs mentioned in the same schedule before Christmas, 19—.

Right to
resume
possession
for specified
purposes (*y*).

8. The landlord to have the right to resume possession of any part of the land for building, or for any other purpose other than the use of the land for agriculture specified in sect. 27 of the Agricultural Holdings Act, 1923, on giving three calendar months' notice in writing to the tenant terminating on any quarter day.

To insure.

9. The tenant will, during the said term, keep the stock, hay,

(*u*) As to this stipulation, see the Agricultural Holdings Act, 1923, s. 25; and see *Edell v. Dulieu*, [1924] A. O. 38; 93 L. J. K. B. 286.

(*x*) Tithe rentcharge is now payable by the owner, and the occupier cannot contract with the landlord to pay it (see Tithe Act, 1891, s. 1), or for repayment to the landlord of payments of tithe rentcharge made by him: *Ludlow v. Pike*, [1904] 1 K. B. 531; but see sect. 9 as to rentcharges under the Extraordinary Tithe Redemption Act, 1886, and rentcharges on any gated or stinted pasture, &c.

(*y*) The rights of the tenant to compensation for disturbance are regulated by sects. 12 and 27 of the Agricultural Holdings Act, 1923. His rights to compensation for improvements are regulated by sects. 1 to 8 of the same Act: see also sects. 9 and 10.

straw and other produce of the farm insured in some responsible office in the sum of £—— at the least, and whenever required will produce to the landlord the policy and receipt for the last premium in respect of such insurance, and in the case of the destruction or damage of the said stock, hay, straw, or other produce of the farm, the tenant shall forthwith replace the same, or expend upon and return in manure to the demised premises the manurial value of such produce, and shall give to the landlord such evidence as he shall think fit of such return as aforesaid.

XV. AGREE-
MENT FOR
LETTING A
FARM FROM
YEAR TO YEAR.

10. The tenant will, during the tenancy, cultivate the farm and premises in a good and husbandlike manner, according to the best course of husbandry practised in the district, so as not to impair or deteriorate the holding.

General
course of
husbandry
(concise
form) (z).

11. Landlord to keep buildings in tenantable repair: tenant to keep the gates, stiles, bars, and fences in good repair, landlord providing rough timber.

As to repairs
generally.

12. Tenant not to lop or top any timber tree, or teller, or sapling on the premises, except pollards usually and of right lopped and topped; tenant to cut and plash the quick-set hedges and other fences on the premises, in a husbandlike manner, to throw up the soil to the roots of such quick and other fences, and to keep the ditches cleaned and scoured, and the drains and water-courses free and open.

As to timber,
fences,

13. Tenant not to mow any grass or meadow land above once in any one year of his tenancy.

and grass
land.

14. The tenant will not break up pasture without the consent in writing of the landlord or his agent under a penalty of £—— per acre, and in like proportion for any less quantity than an acre, such penalty to be recoverable immediately.

15. The tenant will [during the last year of the tenancy, *or*], after notice to quit has been given or received, cultivate and manage the lands hereby demised, and every part thereof, in like manner as if the following rotation of crops had been followed during the term hereby granted (that is to say), &c. (a).

Provision as
to last year.

(z) As to what constitutes "good husbandry," see the Agricultural Holdings Act, 1923, s. 57.

(a) See Agricultural Holdings Act, 1923, s. 30. The clause will then specify the usual custom of cropping of the neighbourhood or local farms.

XV. AGREE-
MENT FOR
LETTING A
FARM FROM
YEAR TO YEAR.

16. The tenant shall consume all the hay, straw, and root crops upon the land, and shall use and spread dung and manure arising or made on the farm, in such manner that every acre in tillage of the farm may be well manured once in every three years of his tenancy, except that the manure made during the last year of the tenancy shall be left in the usual places for the benefit of the landlord and incoming tenant, without compensation other than that to which the tenant may be entitled by virtue of the Agricultural Holdings Act, 1923.

17. Same land not to be cropped with wheat twice, or barley twice, or with wheat and barley in any period of three years.

18. Tenant to keep clean by well hoeing, twice at the least, and weeding, all the land whilst cropped with beans, peas, tares, or clover.

19. Tenant to endeavour to prevent any injury by persons, cattle, or sheep, to any of the hedges or trees, or fences, and to preserve the same, and not to do any injury to any timber or other trees, in taking such loppings as before allowed to him.

To keep a
field book.

20. The tenant will keep a field book showing how every field or parcel of the demised premises has been cropped and cultivated in every year of the said term, and shall permit the landlord or his agent from time to time to inspect the said book, and to take copies thereof or extracts therefrom.

Landlord may
shoot game.

21. Landlord to have the exclusive right to all game and rabbits, and to preserve the same on the premises, with liberty to shoot, fish, hunt, course, and sport thereon, subject to the provisions of the Ground Game Act, 1880, and the Ground Game (Amendment) Act, 1906 (*b*).

Cottagers (*c*).

[22. Tenant to permit all cottagers to continue personally to hold the cottages on the farm, at the present rents of £—— per annum respectively, and conformably to the conditions on which they now hold the same respectively.]

(*b*) For a provision as to protection of game, &c., see *post*, p. 625.

(*c*) Sect. 14 of the Agricultural Holdings Act, 1923, enacts that when a tenant terminates the employment of any of his workmen, and such workman is at the date of the termination in occupation of a dwelling-house (including a garden attached thereto) forming part of the tenant's holding, whether such occupation is under a contract of tenancy or not, the tenant shall pay to the workman compensation for disturbance, subject to certain exceptions specified in the section.

23. Tenant not to underlet or assign the premises, or any part thereof (except the cottages).

XV. AGREE-
MENT FOR
LETTING A
FARM FROM
YEAR TO YEAR.

24. The tenant will permit the landlord or his agent at all reasonable times to enter upon the demised premises (*d*), and to examine the state of repair, and cultivation, and condition thereof, and to take any map or plan of the said premises, and with his agent or other persons duly authorised by him, to enter with or without workmen, horses, carts and carriages for the purpose of carrying out necessary alterations and repairs, or for any other reasonable purposes, and will, in the event of notice to quit being given or received, permit the landlord or his agent, at all reasonable times in the daytime, to take any prospective tenant or other person over the farm for the purpose of inspecting the same.

Tenant not to
underlet.

Right of
landlord to
enter and
inspect.

25. If the rent hereby reserved, or any part thereof, shall be in arrear for twenty-one days after the same shall become due (whether legally demanded or not), or if there shall be any breach by the tenant of any of the agreements, conditions or stipulations herein contained, and on his part to be observed or performed, or if the tenant shall become bankrupt or make any assignment for the benefit of his creditors, or enter into or attempt to enter into any composition or arrangement with his creditors, or if the tenant shall do any act whereby his effects upon the premises may be or become liable to be taken in execution, or become vested in any other person, or if the assigns, being a company, shall enter into liquidation voluntary (except for the purpose of amalgamation or reconstruction) or compulsory, then, and in any of the said cases, it shall be lawful for the landlord to re-enter upon the premises, or any part thereof, in the name of the whole, and upon such entry the said term hereby [agreed to be] created shall forthwith absolutely cease and determine, but without prejudice to any right or remedy of the landlord against the tenant in respect of any antecedent breach of any of the agreements, conditions and stipulations on the part of the tenant hereinbefore contained.

Power of
re-entry, &c.

IN WITNESS whereof the parties hereto have set their hands, the day and year first aforesaid.

(*d*) See Agricultural Holdings Act, 1923, s. 28.

XV. AGREEMENT FOR
LETTING A
FARM FROM
YEAR TO YEAR.

THE FIRST SCHEDULE ABOVE REFERRED TO.
(*Particulars of the Property.*)

THE SECOND SCHEDULE ABOVE REFERRED TO.

Enumeration
of repairs.

Repair the tiling and under-pinning of the house: repair the under-pinning of the stable, three barns, and granary: and fresh thatch the barns and granary: repair thatching of the outbuildings: repair or replace defective weather boarding of barns, and set up — gates, — sets of bars, and — stiles in places where landlord and tenant shall consider most proper.

XVI. OUTLINE of TERMS for the LEASE of a FARM (e).

Terms.

TERMS (f) for the lease of the — Farm, at —, in the county of —, containing — acres, — roods, and — poles, or thereabouts: Term, fourteen years from Lady Day, 19—: All game, wildfowl [rabbits], and fish (subject to the Ground Game Act, 1880, and the Ground Game (Amendment) Act, 1906) (g), and all trees, plantations, and minerals to be exclusively reserved to the landlord, with liberty for him and all persons authorised by him to enter on the land for purposes of

Outline of
terms.

(e) This precedent is intended for use where the parties wish to reduce at once, to writing, the leading terms of their arrangement, with a view of embodying the same in a more formal instrument. As “an estate contract,” the agreement will be void as against a purchaser, for money or money’s worth, of a legal estate in the land affected unless registered as a land charge under the L. C. A. 1925: see sect. 13 (2).

Stamp.

(f) This document must be stamped as if it were an actual lease, with an *ad valorem* stamp, according to the amount of the rent. The lease granted in pursuance of the agreement will require a stamp of sixpence only: see Stamp Act, 1891, s. 75 (1), mentioned in the Preliminary Note, *ante*, p. 538, par. 2.

(g) In the absence of reservation, the game (*Pochin v. Smith*, 52 J. P. 4) and the right of fishing (*Jones v. Davies*, 86 L. T. 447) belong to the tenant. As to the construction of the Ground Game Act, 1880, see *Stanton v. Brown*, [1900] 1 Q. B. 671; and *Anderson v. Vicary*, [1900] 2 Q. B. 287.

sporting, and of cutting, digging, and carrying away timber, underwood, and minerals, and of inspecting the state of the premises: Rent, £—— a year, payable half-yearly at Michaelmas and Lady Day; landlord to pay the tithe rentcharge and land tax; tenant to pay all other taxes (except landlord's property tax) and all rates and assessments whatsoever; landlord to put the farmhouse, buildings, and gates in good tenantable repair at the commencement of the term; tenant thereafter to keep the premises and leave them at the end of the term in like repair, being allowed for the purpose rough timber to be delivered by the landlord within —— miles of the farmhouse (*h*); tenant, when required by the landlord, to execute a lease to be forthwith prepared by the landlord's solicitor in accordance with this agreement, and to contain covenants and stipulations similar to those contained in the lease under which Mr. [*outgoing tenant*] now holds the premises, including a proviso for re-entry by the landlord on non-payment of rent or breach of covenant by the tenant; tenant to pay all expenses of this agreement, and of the lease to him, and of the counterpart thereof; tenant to pay to Mr. [*outgoing tenant*] all compensation which is or may be payable to him for improvements, tillages, unconsumed produce, unapplied manure, or seeds or sown crops by custom, or under any statute, and to indemnify the landlord therefrom.

XVI. OUTLINE
OF TERMS
FOR LEASE
OF FARM.

N.B.—These terms are to operate as an agreement only, and not as an actual demise; but until a lease shall be executed in accordance herewith, the rents, covenants, and conditions hereby agreed to be reserved by and contained in such lease are to be paid and observed, and all the rights and remedies of the parties

(*h*) As to whether this constitutes a covenant by the landlord to provide the timber, or is merely a condition or qualification of the agreement by the tenant to repair, see *Westacott v. Hahn*, [1918] 1 K. B. 497; 87 L. J. K. B. 555. Here may be inserted, if desired, any special provisions, not contained in the existing lease afterwards referred to, as to mode of husbandry, &c., e.g., "tenant not to mow any pasture in two successive years," or "tenant to consume all hay, straw, and root crops on the premises," &c. (as to which, see next precedent), or any special stipulations as to the cropping of arable land during the year before the termination of the tenancy: see Agricultural Holdings Act, 1923, s. 30.

Stipulations
as to mode of
husbandry,
&c.

XVI. OUTLINE
OF TERMS
FOR LEASE
OF FARM.

are to be enforceable in the same manner as if such lease had actually been executed (*i*).

We agree to the above terms.

[Signature of Landlord or his agent (*k*).]

[Signature of Tenant.]

XVII. AGREEMENT for a LEASE of a FARM, for TWENTY-ONE YEARS, DETERMINABLE at the END of the first SEVEN or FOURTEEN YEARS.

Parties.

AN AGREEMENT (*l*), made the — day of —, 19—, BETWEEN [*lessor*], of, &c. (who, and his successors in title and the persons deriving title under him or them, unless the contrary appears, are hereinafter referred to as “the landlord” (*m*)), of the one part, and [*lessee*], of, &c. (who, and his executors, adminis-

Agreement
not to operate
as demise.

(*i*) This clause will prevent this agreement from being deemed to be an actual lease, and therefore void under sect. 52 of the L. P. A. 1925 (replacing sect. 3 of the stat. 8 & 9 Vict. c. 106), as not being under seal.

Signature by
agent.

(*k*) If an agent signs, he should do so as agent for the landlord, so as to imply a warranty that he had authority so to sign: see *Collen v. Wright*, 8 El. & Bl. 647; 27 L. J. Q. B. 215.

(*l*) Stamp, *ad valorem* on amount of rent: see *ante*, p. 538 and p. 608, note (*f*).

Steward, &c.

(*m*) If the lease is to be executed on behalf of the lessor by his steward or bailiff, say,

“[*the lessor*], of, &c., by [A. B.], of, &c., his steward or bailiff lawfully authorised for this purpose.”

Authority to
agent to
contract.

Though the contract itself must, by sect. 40 of the L. P. A. 1925 (re-enacting the repealed part of sect. 4 of the Statute of Frauds), be in writing, an authority to treat as agent for another may in some cases be good and effectual without any writing. As to execution of an assurance or instrument by an attorney under a power, see sect. 123 of the L. P. A. 1925 (re-enacting sect. 46 of the Conveyancing Act, 1881). Though, under this section, the attorney may sign in his own name, it is usual and proper for him to sign the principal's name. The principal is named amongst the parties as if he himself executed the deed. See, as to execution by attorney, *Combe's case*, 9 Co. Rep. 75a; *Wilks v. Back*, 2 East, 142; and *Lawrie v. Lees*, 14 Ch. D. 249; 7 App. Cas. 24.

trators, and assigns, unless the contrary appears, are hereinafter referred to as "the tenant"), of the other part.

XVII. AGREE-
MENT FOR
A LEASE OF
A FARM.

1. The landlord will (if and whenever required by the tenant) grant to the tenant a lease of ALL THOSE, &c., which premises are particularly described in the schedule to these presents, To HOLD the same from the — day of — next, for the term of twenty-one years thereafter, determinable by either party [*or*, by the tenant] at the end of the first seven or fourteen years, on giving one year's previous notice in writing, at the yearly rent of £—; AND at the additional yearly rent of £— for every acre of meadow or pasture land, which the tenant shall, without the consent in writing of the landlord, break up or convert into tillage, and so in proportion for less than an acre (*n*).

Term and
time of entry.

Rent.
Additional
rent.

2. The said rents are to be paid quarterly (except the last quarter's rent, which shall be paid on the — day of —, before the expiration of the said term); the first quarterly payment of the said rent of £— to be made on the — day of — next, and the first quarterly payment of the said additional rent to be made on the first of the said days, which shall happen next after such breaking up or converting into tillage, and thenceforth to be respectively paid free from all taxes, rates, assessments, and deductions whatsoever (the land tax and landlord's property tax and the yearly rent of £—, payable to the lord of the manor, only excepted, which it is hereby agreed shall be paid or allowed by the landlord).

3. The lease and a counterpart thereof are to be prepared by the solicitor of the landlord at the cost of the tenant; AND are to contain the following covenants, provisoes, and agreements, that is to say, covenants by the tenant to pay the said yearly rent of £—, and also the said additional rent, if and whenever the same shall become payable, at the time and in manner afore-

Lease and
counterpart.

Contents
thereof (*o*).

Lessee's
covenants.

To pay rent,

(*n*) See Agricultural Holdings Act, 1923, s. 29.

(*o*) If desired, instead of specifying the contents of the lease, they may be incorporated by reference to the existing lease, as follows:—

"and are to contain the several covenants, provisoes, and agreements contained in the indenture of lease, dated the — day of —, under which the tenant [*or*, present lessee] holds the premises."

XVII. AGREEMENT FOR
A LEASE OF
A FARM.

To pay taxes,
&c.

Covenant to
keep the
premises in
good repair.

To cleanse
hedging.

Not to cut
trees, &c.

To preserve
trees, &c.

To consume
hay and straw
on the estate.

To spread
manure.

To permit
lessor in the
spring of the
last year of
the term to
come upon
the estate to
prepare lands

To insure.

Special
covenants.

Not to assign
or underlet,
unless with
licence.

Power of
re-entry.

said; AND to pay all existing and future taxes, rates, and assessments whatsoever (except land tax and landlord's property tax, and the said yearly rent payable to the lord of the manor) for the time being payable either by the landlord or the tenant, or chargeable upon the premises, and to keep the tillage land of the said premises in due course of husbandry; AND to keep and preserve the buildings and gates belonging to the said premises in good and sufficient repair during the said term (except the walls, timbers, and roofs thereof, which are to be repaired by the landlord); AND to plash or cut and lay the hedges regularly and in proper season, and cleanse the ditches and culverts; AND not to cut, damage, or destroy any of the trees, thorns, and quicksets growing in and upon the said premises, except such as shall be necessary for the repairs of the hedges, and those only at seasonable times of the year; AND to preserve the said trees, thorns, and quicksets; AND ALSO during the said term, with his cattle to eat and consume upon the premises the hay and straw that shall yearly grow thereon; AND to lay and spread all the manure which, during the said term, shall arise from the said farm, upon the lands and grounds which shall be ploughed and had in tillage, in a good and husbandry-like manner; AND to permit the landlord and his servants, tenants, and labourers, at the usual times in the spring next before the expiration of the said term, to enter upon the premises, or any part thereof, for the purpose of preparing the same for husbandry; AND to insure the buildings on the premises in the sum of £—, in the names of the landlord and the tenant, in some insurance office to be approved by the landlord, and to protect and preserve the game, wild fowl, and rabbits, subject to the provisions of the Ground Game Act, 1880, and the Ground Game (Amendment) Act, 1906 [*mention any other special covenants*]; AND ALSO a covenant on the part of the tenant, not to assign, underlet, or part with the possession of any part of the said premises, unless with the licence of the landlord in writing, for that purpose; AND ALSO the usual qualified covenant by the landlord for quiet enjoyment; AND ALSO a condition for re-entry, on the bankruptcy or insolvency of the tenant or on his breach of any of the lessee's covenants, to be contained in the same lease.

4. The tenant may, in the harvest next after the expiration of the said term, have and take a way-going crop of wheat or hard corn off one-third part of the land then in tillage, as the same shall fall in due course of husbandry, so that he thrash the same in the barn of the premises before the 13th day of February then next, and leave the straw of such way-going crop and the manure to be produced in the winter and spring next before the expiration of the said term, for the use of the landlord; AND pay to the landlord, or his next succeeding tenant, on demand, — pounds an acre for such way-going crop, and so in proportion for any greater or lesser quantity than an acre.

XVII. AGREEMENT FOR A LEASE OF A FARM.

Tenant to have a way-going crop (p).

5. The tenant will accept such lease on the terms and conditions aforesaid; and execute a counterpart thereof when required; and pay the charges for the same when prepared, as well as the charges for these presents and a duplicate hereof.

Lessee to accept lease, execute counterpart, and pay law charges.

IN WITNESS, &c. (q).

THE SCHEDULE ABOVE REFERRED TO.

(p) This clause will be inserted only if the tenancy commences in the spring.

(q) If executed by a steward or bailiff, say,

"IN WITNESS whereof, the said [lessor], by the said [steward, &c.], as his attorney lawfully authorised for this purpose, and the said [lessee] himself, have hereto set their hands.

Execution by steward, &c.

[A. B., the lessor]

by

[C. D., the steward, &c.]

[E. F., the lessee.]"

Sometimes it may be advisable for the lessor to approve the agreement, thus:—

"I hereby declare my approbation of the within [or, above] written agreement [or, if on a separate paper, the agreement made between my agent [C. D.] and [E. F.] bearing date the — day of —, 19—]; and do hereby agree to grant the lease upon the terms therein mentioned. WITNESS my hand the — day of —, 19—."

Approbation of an agreement made by an agent.

XVIII. LEASE
OF FARM FOR
TWENTY-ONE
YEARS.

XVIII. LEASE *of a Farm for* TWENTY-ONE YEARS, DE-
TERMINABLE *at the END of* SEVEN or FOURTEEN YEARS;
COVENANTS *by* LANDLORD *to* DRAIN.

Parties and
interpretation
clause.

THIS LEASE (*r*), made the — day of —, 19—, BETWEEN [*lessor*], of, &c. (who, and his successors in title and the persons deriving title under him or them (*s*), unless the contrary appears, are hereinafter called “the landlord”), of the one part, and [*lessee*], of, &c. (who, and his executors, administrators, and assigns, unless the contrary appears, are hereinafter called “the tenant”), of the other part; WITNESSETH as follows:—

Testatum.

Exceptions of
minerals.

1. In consideration of the rent and covenants by the tenant hereinafter reserved and contained, he, the landlord, hereby demises unto the tenant ALL THAT messuage or farmhouse situate in the parish of —, in the county of —, called — Farm, with all those three cottages, and all those several pieces or parcels of land particularised in the schedule hereto, containing by estimation — acres or thereabout, and now or late in the occupation of —; EXCEPT and always reserved unto the landlord: first, all coal, ironstone, ores, quarries, stone, sand, gravel, clay, and other mines and minerals in, under or upon the said premises, or any part thereof, with full liberty for the landlord, his agents, servants and workmen, to enter and re-enter, pass and repass into, upon and from the said premises for the purpose of working, converting and carrying away the said coal and other mines and minerals [and for the several purposes aforesaid to sink pits and shafts, erect engines and machinery, buildings, works and other conveniences on the demised premises], doing no wilful damage to the corn, grain or seeds growing on the premises, and paying to the lessee fair compensation for any damage done, the amount in case of dispute to be settled by arbitration; secondly, all timber and timber-like trees, pollards and saplings now or hereafter growing on the said demised premises, with full liberty for the landlord, with workmen and others, to fell, cut down, square, saw and carry away the same, and for that purpose at all reasonable times,

Timber, &c.

(*r*) Stamp, *ad valorem* on the rent: see *ante*, p. 538; but see *ante*, p. 608, note (*f*).

(*s*) As already noted, this interpretation, in lieu of the old expression “heirs and assigns,” is taken from sect. 78 of the L. P. A. 1925.

with horses, carts and carriages, to enter, pass and repass into, upon and from the same premises, doing no wilful damage, and paying to the lessee fair compensation (the amount to be settled as aforesaid) for any damage done to the corn, grain, or seeds growing on the same; and, thirdly, all game, wild fowl, snipes, woodcocks, quails, landrails and rabbits, and all fish, with the exclusive right for the landlord and his friends and servants, and all other persons authorised by him to preserve the same, and to hunt, shoot, fish and sport, kill and carry away the same, subject only to the concurrent rights of the tenant under the Ground Game Act, 1880, and the Ground Game (Amendment) Act, 1906: To HOLD the premises unto the tenant from the — day of — next for the term of twenty-one years thence next ensuing; PAYING THEREFOR yearly during the said term, and so in proportion for any less period than a year, the rent or sum of £— by equal half-yearly payments, on the — day of — and the — day of — in each year, clear of all deductions (*u*), except for [land tax and] landlord's property tax [and quit-rent] (*x*).

XVIII. LEASE
OF FARM FOR
TWENTY-ONE
YEARS.

Sporting
rights (*t*).

Habendum.

Reddendum.

2. The tenant hereby covenants with the landlord as follows:—
 - (1) The tenant will pay the said rent of £— hereby reserved, on the days and in manner hereinbefore mentioned for payment thereof.

Covenants by
lessee:
to pay rent,
 - (2) The tenant will, at all times during the said term, pay and discharge all taxes, rates, duties, and assessments, whether parliamentary, parochial, local or otherwise, now or at any time during the said term assessed or imposed on the premises, or the owner or occupier in respect thereof, except [land tax] [tithe rentcharge] landlord's property tax [and quit-rent].

rates and
taxes,
 - (3) The tenant will from time to time and at all times during this demise well and sufficiently repair, cleanse and main-

to repair;

(*t*) See *ante*, p. 608, note (*g*).

(*u*) Tithe rentcharge is payable by the owner, and an agreement by the occupier for its payment is void: see Tithe Act, 1891, s. 1; *Ludlow v. Pike*, [1904] 1 K. B. 531; *Tuff v. Drapers' Guild*, [1913] 1 K. B. 40.

(*x*) In this precedent the tenant is allowed to break up pasture land without increased rent. If a penal rent is to be paid on his doing so (see *ante*, p. 611, clause 1), clauses 2 (1) and 8 must be modified accordingly.

XVIII. LEASE
OF FARM FOR
TWENTY-ONE
YEARS.

execute work
required
by local
authority;

to leave in
repair.

Hay and
clover.

Fallows.

To manage
and cultivate
in a husband-
like manner.
Liberty to
break pasture.

Liberty to
lessor to enter
and view state
of repair.

Covenants by
lessor :

to pay land
tax, &c. ;

tain the interior parts of the said messuage, cottages and buildings, and all new buildings which may during this demise be erected on, and all additions to the said premises, and the walls, fences [road, sewers], drains and appurtenances thereof [damage by fire or tempest excepted]. And will execute and do all such works and things as may be required by any local or public authority during this demise, under or by virtue of any Act or Acts of Parliament now or hereafter to be passed.

(4) The tenant will fetch and bring to the premises all materials necessary for the repair thereof, from any distance not exceeding five miles therefrom.

(5) And the said messuage and premises, with all additions thereto, and every part thereof, being so repaired, cleansed and maintained, the tenant will, at the end or other sooner determination of the said term, peaceably leave and yield up [damage by fire or tempest excepted].

(6) The tenant will purchase, bestow, and bring upon the said lands one load of good manure for every ton of hay or clover sold off the premises.

(7) The tenant will leave one-fourth of the arable land hereby demised fallow, or in pea or bean stubble, at the end of the said term.

(8) The tenant will at all times during the said term manage and cultivate the said lands in a good and husband-like manner, except that the tenant shall be at liberty to break up any of the pasture land hereby demised, without paying compensation or increased rent therefor.

(9) It shall be lawful for the landlord, with or without workmen and others, to enter upon the premises twice or oftener in every year of the said term, to view the state of repair and condition thereof, and to do all such painting and repairs as he may have occasion to do.

3. The landlord hereby covenants with the tenant, that he, the landlord, will execute and do, observe and perform, the following things:—

(1) Will pay or allow the [land tax, tithe rentcharge, quit-rent, and] landlord's property tax payable in respect of the demised premises.

XVIII. LEASE
OF FARM FOR
TWENTY-ONE
YEARS.

- (2) Will, whenever required before the — day of — next, repair all the buildings, gates, fences, and hedges, and paint and tar the same.
- (3) Will grub in a proper manner all the hedgerows belonging to the premises when required by the tenant.
- (4) Will paint the external part of the said messuage, with the buildings and cottages on the said farm, and all the gates and fences twice during the said term if required by the tenant.
- (5) Will drain with proper drain tiles one rod apart — acres of the land now in rye grass at his (the landlord's) costs, except the carriage of the said drain pipes, which is to be borne and paid by the tenant; and drain the remainder of the lands hereby demised in manner aforesaid and except as aforesaid (y) upon being paid a further yearly rent of 4*l.* for every 100*l.* so expended, and so in proportion for any less sum expended, and which the tenant hereby agrees to pay accordingly from the time of such draining.
- (6) Will find and provide all such materials as may be necessary for repairs, and all rough timber within five miles of the said premises, and will pay one-half part of the cost of labour on such timber and repairs, the tenant paying the other half part.
4. The landlord hereby further covenants with the tenant, that he, the landlord, or the incoming tenant will take and pay the tenant for the growing crops and all hay, clover, straw, and manure at sale prices, and all machinery necessary for carrying on a farm of — acres that shall have been erected by the tenant on the said premises, and which shall be in, upon, and about the said lands and premises at the expiration of the said term, at a fair valuation thereof to be made by two valuers, one to be chosen by each party, or, in the event of their differing, then by a third person to be chosen by such valuers.
5. The landlord also covenants with the tenant, that the tenant paying the rents hereby reserved as and when the same shall become payable respectively, and performing the covenants on

to do certain
repairs, &c. ;
to grub
hedgerows ;
to paint
external parts
twice or
oftener ;

to drain part ;

also residue
upon certain
terms ;

to find
materials
and rough
timber for
repairs, &c. ;

to purchase at
end of term
the growing
crops, stock-
in-trade, &c.

for quiet
enjoyment.

(y) As to this covenant, see sect. 3 of the Agricultural Holdings Act, 1923.

XVIII. LEASE
OF FARM FOR
TWENTY-ONE
YEARS.

his part herein contained, shall and may peaceably possess and enjoy the premises for the term hereby granted, without any interruption or disturbance from or by the landlord or any person claiming by, from, or under him.

Provisoes and
powers :
Proviso for
re-entry (z).

6. PROVIDED ALWAYS and it is hereby agreed as follows:—

If the rent hereby reserved, or any part thereof, shall be in arrear for twenty-one days after the same shall become due, or if there shall be any breach by the tenant of any of the covenants, conditions, or stipulations herein contained, and on his part to be observed or performed, or if the tenant shall become bankrupt or make any assignment for the benefit of his creditors, or enter into, or attempt to enter into any composition or arrangement with his creditors, or if the tenant shall do any act whereby his effects upon the premises may be or become liable to be taken in execution or become vested in any other person, or if the tenant shall absent himself from the farm for any period or periods of time together exceeding — months in any one year of the term, or for any consecutive period exceeding — months, or if the assigns being a company shall enter into liquidation voluntary (except for the purpose of amalgamation or reconstruction) or compulsory, then and in any of the said cases it shall be lawful for the landlord to re-enter upon the premises, or any part thereof in the name of the whole, and upon such entry the said term hereby created shall forthwith absolutely cease and determine, but without prejudice to any right or remedy of the landlord against the tenant in respect of any antecedent breach of any of the tenant's covenants hereinbefore contained.

Proviso en-
abling lessor
to determine
term as to
part of the
land.

7. In the event of the landlord being desirous of putting an end to this demise as far as it affects part of the said land called —, containing about — acres, at the end of the first — years of the said term for building or for any other purpose (other than the use of the land for agriculture (a)), specified in sect. 27 of the Agricultural Holdings Act, 1923, it shall be lawful for him so to do upon giving to the tenant — calendar months'

(z) Sect. 146 of the L. P. A. 1925 (relating to relief against forfeiture of leases), does not apply to a condition for forfeiture on the bankruptcy of the lessee, or on taking in execution of the lessee's interest if contained in a lease of agricultural or pastoral land: see sub-sect. (9) (a).

(a) See sects. 25 and 27 of the Agricultural Holdings Act, 1923.

notice in writing of such desire at any time; and thereupon this demise shall determine as to such land and a reduction of — shillings per acre and so in proportion for less than an acre shall be made from the said rent of £—, and clause 4 hereof shall apply to the growing crops, hay, clover, straw, manure, and machinery, in or upon such land at the expiration of such notice (b).

XVIII. LEASE
OF FARM FOR
TWENTY-ONE
YEARS.

8. If the tenant [either party] shall be desirous of putting an end to this demise at the end of the first seven or fourteen years of the said term of twenty-one years, it shall be lawful for him so to do, upon giving to the landlord [other party], twelve calendar months' notice (c) in writing of such desire, whereupon this demise shall cease, determine, and be at an end, anything hereinbefore to the contrary notwithstanding.

Proviso enabling lessee to determine in seven or fourteen years.

IN WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

AGRICULTURAL LEASES.

(*Clauses to be used in special cases,*
see also Precedents XV.—XVIII., ante, pp. 603 et seq.)

EXCEPTIONS AND RESERVATIONS.

As to Rents.

1. Paying therefor yearly during the said term the yearly rent of £— clear of all deductions (except for [land tax] and landlord's property tax) by equal half-yearly payments on the — day of —, and the — day of — in every year except the last half-year's rent, after a notice to determine the tenancy, which shall become due and be payable on the — day of — next before the determination of the tenancy.

Yearly rent.

2. Paying also in like manner such further rent as shall be equal in amount to interest at the rate of 5l. per cent. per annum on any sum or sums of money expended by the landlord, pursuant to —

Additional rent for landlord's improvements.

(b) As to compensation for disturbance, see Agricultural Holdings Act, 1923, s. 12.

(c) See *Edell v. Dulieu*, [1924] A. O. 38; 93 L. J. K. B. 286.

to any notice by or at the request of the tenant, in draining the premises, or any part thereof, in altering or erecting buildings, in making roads, or in otherwise improving the premises, such further rent to commence from the half-yearly day for payment of rent, which shall follow the day on which such expenses shall be incurred, and to continue during the then residue of the tenancy; and a memorandum made on this agreement, and signed by the landlord's agent for the time being, stating the sum spent, and the interest chargeable thereon, shall be conclusive evidence of such amounts respectively.

Additional
rents for
breaking up,
&c. (d).

3. Paying also in like manner a rent at the rate of 20*l.* per annum per acre for any land described in the first schedule hereto as pasture or meadow land, which he shall break up or convert into tillage without the landlord's previous consent in writing; such additional rent to commence from the quarter day next preceding such breaking up or conversion, as aforesaid, and to continue during the then residue of the tenancy.

LESSEE'S COVENANTS.

As to Repairs, Draining, &c.

General
repairs.

1. The tenant shall from time to time and at all times keep the farmhouse and buildings, and all the landlord's fixtures, windows, lights, gutters, drains, closets, cesspools, and privies occupied therewith, or belonging thereto, in good and tenantable repair, order, and condition, and properly scoured, cleansed, and emptied, as often as may be necessary, and shall cause the outside woodwork, ironwork, and spouting, to be painted with three coats of good oil paint once in every five years, and the inside woodwork and ironwork to be painted in the like manner once in every seven years, if considered necessary by the landlord (e), and further shall

(d) See sect. 29 of the Agricultural Holdings Act, 1923, which provides that a penal rent for breach of a term of the contract shall not be recoverable in excess of the damage actually suffered except in the case of a condition against breaking up permanent pasture, grubbing underwoods, felling, cutting, lopping, or injuring trees, or regulating the burning of heather. Penal rents do not entail further stamp duty: see Preliminary Note on Stamps, *ante*, p. 539.

(e) But see the provisions of sect. 147 of the L. P. A. 1925, as to relief in respect of internal decorative repairs, where the Court is satisfied that the notice is unreasonable.

keep all the thatched roofs in good order and repair, and all slated and other roofs watertight, and shall keep and maintain all gates, gate irons, stiles, posts, pales, rails, pump wells, bridges, tunnels, drains, ditches, sluices and watercourses, and all fences belonging to the premises, in good and tenantable repair, order, and condition, and properly scoured, cleansed, and kept open, and shall deliver up the whole of the premises well and sufficiently repaired, maintained, and kept, at the end of the tenancy, he being allowed, on request, timber in the rough, and the bricks, tiles, or slates necessary for the purpose of all repairs of buildings; but the tenant shall not be liable to reinstate damage done by accidental fire, storm, or tempest.

2. The tenant shall fetch and carry all materials to be used in repairing the buildings, or in erecting new buildings upon the farm, by agreement during the term, and all tiles used in draining upon the premises. To carry materials.

3. The tenant shall make good at his own expense, both as to material and labour, all injuries to the farmhouse, buildings, and premises occasioned through the fault or neglect of himself, or his servants, or by the horses or cattle on the premises. Damages by neglect.

4. The tenant shall keep and leave the garden, orchard, and shrubberies well and sufficiently stocked, planted, manured, cleansed, and preserved, and well and sufficiently cherish, nail up, prune, and preserve all the fruit trees, bushes, vines, and shrubs, standing or growing in the garden, orchard, or shrubberies. Garden, &c.

5. Upon the lessor supplying on the demised premises, or within — miles thereof, proper pipes, the tenant will pay for the labour and other expenses of draining the land [and shall be allowed such compensation therefor as is provided by the scale in the — schedule hereto, and the notice required by sect. 3 of the Agricultural Holdings Act, 1923, is hereby dispensed with]. No drain pipe shall be laid at a less depth than — feet, and every drain pipe shall communicate with a ditch. Draining by tenant (f).

6. If the landlord or his agent shall at any time give or leave on the premises for the tenant a notice in writing of any want of painting, varnishing, papering, colouring, whitewashing, repairing, amending, cleansing, or scouring, that shall be found on the Tenant to repair on notice.

(f) See sect. 3 of the Agricultural Holdings Act, 1923.

premises, the tenant will make good the same within six weeks after such notice shall have been given or left as aforesaid (*g*).

As to Cultivation and Management (h).

Not to alter the arrangement of the premises.

1. The tenant will not materially alter the present laying out or arrangement of the premises without the consent in writing of the lessor or his agent.

To reside on premises.

2. The tenant will personally by himself and his family at all times occupy the farmhouse as his usual or general residence, unless he obtains the written permission of the lessor or his agent to reside elsewhere.

Not to assign.

3. The tenant will not assign, underlet, or part with the possession or the actual and beneficial occupation of the premises or any part thereof, except the cottages, without the consent of the lessor or his agent.

General course of husbandry (concise form) (*i*).

4. The tenant will during the tenancy cultivate and manage the farm and premises in a good and husbandlike manner, according to the best course of husbandry practised in the district.

General course of husbandry (*k*).

5. The tenant will at all times well cultivate and manure, and also at all times keep clean and free from docks, thistles, and other noxious weeds, and in good heart and condition all the lands of every description, and will leave the same in like manner at the determination of the term, and will sow or crop the arable lands

(*g*) But see sect. 147 of the L. P. A. 1925.

(*h*) See sect. 30 of the Agricultural Holdings Act, 1923, as to freedom of cropping and disposal of produce.

(*i*) This obligation is implied by law: see *Williams v. Lewis*, [1915] 3 K. B. 493; 85 L. J. K. B. 40; and see sect. 10 of the Agricultural Holdings Act, 1923; and as to notice of intention to claim compensation, see *Arden v. Rutter*, [1923] 2 K. B. 865; 92 L. J. K. B. 894.

(*k*) See the Agricultural Holdings Act, 1923, s. 30 (1), which enables the tenant, notwithstanding any "custom" or agreement to the contrary, to practise any system of cropping of arable land and to dispose of the produce, provided he makes provision to protect the holding from deterioration. This sub-section does not apply to a tenancy from year to year as respects the year before the tenant quits, or any period after he has given or received notice to quit, or in any other case as respects the year before the expiration of the tenancy. As to the date from which the tenancy is to be held to commence, and also as to the date when the sale of produce is made, see *Meggeson v. Groves*, [1917] 1 Ch. 158; 86 L. J. Ch. 145.

so that at all times one full tenth part thereof shall be in clover or seeds. The tenant will in the last year of the tenancy leave one-fifth in fallow for roots, one-tenth in clover or seeds, no part of which shall be seeded, and one part at least shall be made into hay and not fed off, one-tenth in beans or peas, and not more than two-fifths in barley or oats, and one-fifth in wheat.

6. The tenant will not plough or convert into tillage any part of the meadow or pasture hereby demised, nor mow any of such land twice in any one year, nor mow such of the pasture land as has not been usually mown, and will not mow any of such land in two successive years without in the interval dressing the same in a proper manner with good rotten dung, and will in the last year of the tenancy mow all the grass land usually mown and make the produce into hay and rick and stack the same in the best manner.

Management
of grass lands.

7. The tenant will spend and consume in every year of the term, except the last year thereof, all the roots grown on the farm, and will stack, rick, or house, in every year, all the crops of corn, grain, and hay upon the accustomed part of the premises, and will replace all hay and straw sold off the premises, by manure or cake to be consumed on the premises, equal in value to the price of the hay or straw so sold; and in the last year of the term will not sell off or remove from the premises any hay, straw, chaff, or fodder, but will consume on the premises all the hay, straw, chaff, and fodder then thereon; and will yearly spend on the farm all manure made thereon (*l*).

Tenant to
consume
roots, hay, &c.
on premises.

8. The tenant shall during the tenancy cultivate the premises in a good and husbandlike manner, and so as not to impoverish them, but to keep them in good heart and condition. And particularly he shall not cross-crop nor over-crop the land, and shall not take two white grain crops two years in succession therefrom, except when after the first crop the land shall be free from twitch, couch, and weed, in good and clean condition, and in fit and proper state to produce another white grain crop.

General
course of
husbandry
(*m*).

9. The tenant will not during the last year of the tenancy, or after notice to quit has been given or received, grow hemp, flax,

Same during
last year.

(*l*) See sect. 31 of the Agricultural Holdings Act, 1923.

(*m*) See sect. 30 of the Agricultural Holdings Act, 1923, and note to clause 5, *supra*.

teasles, or woad, or any other unusual or exhausting crops on the demised premises without the previous consent in writing of the landlord or his agent; nor without such consent leave for seed on the premises any turnips, cole, rape, mangold, mustard, or rye grass, or any plants of a like nature, except so much thereof as may be necessary for seeding the premises.

Consumption
of straw, &c.
on the
premises (n).

10. All the straw of oats, barley, peas, or beans grown upon the farm shall be consumed with neat beasts and other cattle, and converted into dung in some part of the premises; and upon such part of the land as is suitable for lair for sheep the tenant shall consume one-half of the turnips that may in any year be grown thereon, not more than one-half of such turnips being drawn off the land on which they are grown, and such turnips drawn off the land shall be consumed on some other parts of the premises.

Spreading
manure (o).

11. The tenant will year by year spend, spread, and bestow all the manure and compost which shall arise, or be made from or upon the premises, on such part of the premises as may have most occasion for the same, at the most reasonable time after such manure or compost shall have arisen or been made, except such manure or compost as shall arise or be made during the last twelve months of the tenancy, which manure shall be left in stacks or heaps in the most convenient places on the premises for the use of the landlord.

Mowing (p).

12. The tenant will not mow any grass land not described as meadow in the first schedule hereto, nor shall he mow any meadow land twice in any year.

Anthills, &c.

13. The tenant will cut and geld all the anthills on the said farm as often as occasion shall require, and keep the said farm free from thistles, nettles, and molehills.

Tenant to
cultivate land
for roots in
last year of
term.

14. The tenant will in the last year of the term cultivate, manure, sow, and hoe the land then in course for roots in a husbandlike manner, being paid by the landlord or incoming

(n) The lessee's trustee in bankruptcy is bound by this covenant: *Lybbe v. Hart*, 29 Ch. D. 8. As to this covenant running with the reversion, see *Chapman v. Smith*, [1907] 2 Ch. 97; 76 L. J. Ch. 394.

(o) See Agricultural Holdings Act, 1923, s. 1 (2); *Re Hull and Lady Meux*, [1905] 1 K. B. 588; 74 L. J. K. B. 252.

(p) The Agricultural Holdings Act, 1923, s. 30 (freedom of cropping), does not extend to grass land: see sub-sect. (4).

tenant for all necessary seed, sowings, tillages, labour of manuring, and hoeings, provided the same shall have been properly provided and executed respectively, and of proper quality and at proper seasons respectively, but not otherwise, the value thereof respectively to be ascertained by valuers or an umpire as herein mentioned.

15. The tenant will as often as occasion shall require cleanse and scour all brooks, ditches, and watercourses, and cut and plash the hedges, and will keep the hedges and fences in good condition.

To cleanse brooks, &c., and cut hedges.

16. The tenant will not remove or alter any fences, landmarks, or boundaries, nor erect nor alter any buildings without the written consent of the landlord, nor cause or suffer any new road, footpaths, or ways to be made over any part of the premises.

Not to alter boundaries or buildings.

17. Save as provided by the Ground Game Act, 1880, and the Ground Game (Amendment) Act, 1906, the tenant will not, without the written consent of the landlord, use any gun, net, or other instrument for destroying game [woodcocks, snipes, quails, landrails], wildfowl, rabbits, or fish, but will protect and preserve the same, and the nests and eggs of all such birds as aforesaid, and at the request of the landlord or his agent warn off all persons trespassing upon the premises for the purpose of killing, taking, searching for, or following the same, and on being indemnified against the costs and expenses thereof, will allow his name to be used in any information, action, or proceeding in respect of any such trespass.

To protect game and wildfowl.

17A. PROVIDED ALWAYS, and it is hereby agreed that any notice in writing of claims in respect of damage to crops by game shall be given to the landlord within one month after the expiration of the year ending the 31st day of August, instead of the expiration of the calendar year (q).

Proviso as to compensation for damage to crops by game.

LANDLORD'S COVENANTS.

1. The landlord will at all times during the said term keep in repair the exterior of the farm-house, and when necessary paint the external wood and iron work thereof.

To repair.

2. The landlord will allow the tenant from time to time during

To allow tenant to get chalk.

(q) See sect. 11 (2) of the Agricultural Holdings Act, 1923.

the said term to get and carry away chalk from any pit on the premises for use only thereon.

To allow
tenant use of
barns, &c.
after expira-
tion of term.

3. The landlord or the incoming tenant will permit the tenant after the expiration of the tenancy (*r*) by effluxion of time, but not otherwise, to have for the purpose of thrashing and breaking off his corn the use, until the 25th day of March next after such determination, of the barns, one of the cottages, stable room for — horses, and cart shedding, to be assigned respectively by the landlord or his agent, and the landlord or incoming tenant shall allow the tenant to have at a spending price, to be ascertained by valuation as herein provided, hay and straw for the use of the said — horses.

LEASES, &c. (MINING).

XIX. LEASE *by way of* LICENCE *to work* COPPER, TIN, and LEAD MINES, *within certain* LIMITS, *during* TWENTY-ONE YEARS, *yielding a* ROYALTY *of* ONE-FIFTEENTH *of the* PRODUCE *in* KIND *or* MONEY. USUAL AUTHORITIES *to* LESSEES *to make* SHAFTS, ADITS, &c.; USE WATERCOURSES, &c. POWER *for* LESSOR *to* MAKE and USE ADITS, &c.; *to* INSPECT and SURVEY WORKS; *to* DETERMINE LICENCE *by* NOTICE *as to any* SETS *that may not be* DULY WORKED. COVENANTS *by* LESSEES (*inter alia*), *to render* ROYALTIES, *pay* TAXES, *work* MINES; *to* DRIVE *a certain* ADIT *constantly*; *to deliver* PLANS *of* WORKS and ACCOUNTS. POWER *of* RE-ENTRY, ARBITRATION CLAUSE.

Parties.

THIS LEASE (*s*), made, &c., BETWEEN [*lessor*], of, &c. (who, and his successors in title and the persons deriving title under him

(*r*) See *Swinburne v. Andrews*, [1923] 2 K. B. 483; 92 L. J. K. B. 889, as to the termination of the tenancy, where different portions of the holding are held from different dates.

(*s*) This not being a lease, either in consideration of a premium, or of a money-rent, or a fixed amount of produce (see sect. 76 of the Stamp Act, 1891), would require a stamp of 10s., as a lease not otherwise charged in the schedule to the Stamp Act: *ante*, p. 538. If a fixed money-rent or produce-rent were reserved as a mine-rent or surface-rent,

or them, unless the contrary appears, are hereinafter called "the lessor"), of the one part, and [*lessees*], of, &c. (who, and their executors, administrators, and assigns, unless the contrary appears, are hereinafter called "the lessees"), of the other part: WITNESSETH as follows:—

XIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

Testatum.

1. In consideration of the royalties, payments, covenants, and stipulations hereinafter reserved and contained, and on the part of the lessees to be paid, observed, and performed respectively, the lessor hereby grants unto the lessees, full, sole, and exclusive liberty and power to dig, work, mine, and search for copper, copper-ore, tin, tin-ore, lead, lead-ore, and all other metals, ores, and metallic minerals whatsoever (except royal metal (*t*)), within and under such parts of the farms of — and —, and other lands of the lessor, extending — feet east, and — feet west of the present — Street, in the borough of —, and — feet north, and — feet south of —; the boundaries of which are more particularly set forth in the plan delineated in the first skin hereof, and therein coloured red (*u*); doing thereby as little damage or injury as may be

Grant of
licence to
work mines.

Reference to
map.

the lease would require an *ad valorem* stamp on that rent, and it would not be safe to dispense with the stamp of 10s. in addition: see *Coster v. Cowling*, 7 Bing. 456. The mineral rights duty under sect. 20 of the Finance (1909-10) Act, 1910, is payable annually and must be paid by the lessor: sects. 20 (4) and 21; see, too, Finance Act, 1912, s. 11.

(*t*) As to the right of the Crown to mines of gold and silver, which, by the common law, included mines of copper, tin and lead, containing gold or silver, see Plowd. 339. The law is now regulated by the statutes 1 W. & M. c. 30, s. 4, and 5 & 6 W. & M. c. 6, s. 2; see also 55 Geo. 3, c. 134. The king's grant of mines will not carry royal mines unless they are named: Plowd. 336. As to gold and silver mines in the County Palatine of Durham, see 6 & 7 Will. 4, c. 19, and 21 & 22 Vict. c. 45, s. 5. The working of metalliferous mines is now regulated by the Metalliferous Mines Regulation Act, 1872.

Royal mines
and metals.

(*u*) The following is a concise form of a demise of lead and copper mines:—

Demise of
lead and
copper mines.

"The lessor hereby demises unto the lessees all lead or copper mines, and veins, beds, nests, and bunches of lead and copper-ore, and all other mines and minerals whatsoever, lying within or under ALL [*describe the lands*]; with liberty and power to the lessees, and their agents, servants and workmen to enter upon the said lands, or any parts or part thereof, and there to break the

XIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

To dispose of
all metals and
ores ;

to make
adits, &c.

to the tenants or occupiers of the premises hereinbefore described, or of any part thereof; AND all metals, ores, and metallic minerals (except as aforesaid) there found, to raise and bring to grass, and there to spall, dress, cleanse, and make fit for sale, and all tin and tin-ores there found to render fit for stamping, and stamp and render fit for the smelting house, and (subject to the reservations and covenants hereinafter contained) to carry away and convert the same to their own use; AND, within the limits aforesaid, to dig, make, and drive such adits, shafts, pits, winzes, drifts, leats, or watercourses (x),

surface, and search for, work, win, and obtain the said ores and minerals, and for that purpose to dig, sink, drive, and make pits, shafts, drifts, headways, levels, adits, soughs, trenches, buddles, fences, and sluices, and to build and make engines, furnaces, smelting houses, stamping mills, ore and store houses, hovels and stables, and other erections; and to do all other things necessary or convenient, as well for working the said mines as for refining the metals and minerals, and carrying off and removing all the water, slag, rubbish, and other annoyances and troubles from the works, and for the accommodation of the persons employed therein; with allowance also of sufficient heap room and ground room for laying, placing, ordering, and dressing the ores, minerals, and metals, and that upon the most convenient parts of the premises; AND ALSO liberty to make and set up, if judged necessary, water engines, and to turn, change, or alter the course of water and rivulets within the limits aforesaid; AND ALSO liberty of access, ingress, egress, and regress, and passage at all times to the lessees and their servants and workmen, with or without horses or other animals, and carriages and materials of all kinds; AND liberty of digging and cutting turf or peats, and of cutting and using brush or common wood for building or repairing any houses, hovels, and other offices belonging to or necessary for the said works; AND all other necessary or convenient powers, authorities, privileges, and advantages: To HOLD and enjoy the premises, unto the lessees, for the term of twenty-one years, from the — day of —, 19—; paying (*ut supra*)."

Explanation
of some
mining terms.

(x) A drift is a passage driven horizontally upon the vein of ore from a shaft or from some other drift: a drift leading to a vein is a cross-cut; when it traverses the plane of the vein it is usually called a level.

and to make such erections and buildings thereon (other than warehouses, dwelling-houses, dwelling-places, or tenements), as shall from time to time be necessary and proper for more effectually working the lodes and mines to be worked within the limits aforesaid, and for preparing and making fit for sale, and for rendering fit for stamping, and for stamping and rendering fit for the smelting house respectively, in manner aforesaid, the metals, ores, and metallic minerals, to be raised within the limits aforesaid, together also with the use (for the purposes of this grant only) of all such water and watercourses arising in or running through the limits aforesaid, as are not in grant, or let, or under any agreement for granting or letting to any other person or persons, at the time of the sealing and delivery of these presents: with liberty, by and with the previous consent of the lessor, or his agent or toller for the time being, in writing, to divert such water and watercourses, and to cut leats and drains for the conveying or carrying off the same, in, through, or over any part of the lands lying within the limits aforesaid; together also with the use, for the purposes of this grant only, of such portion of the surplus waters of the — canal and collateral cut, as in the opinion of the agent or toller for the time being of the lessor shall be proper: so, nevertheless, as not in any manner to prejudice or interfere with the property, right, and interest of the lessor in the water of the said canal and collateral cut respectively, or in any streams, brooks, or other water belonging to the lessor, which shall be necessary for the supply of water for the navigation thereof: but always reserved out of these presents

XIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

Liberty to use
existing
watercourses
not otherwise
granted or
leased.

Liberty to
divert water-
courses with
consent;
and to cut
drains.

Use of surplus
waters of the
— canal.

Reservation of
right to drive

An adit is a drift slightly inclined, and opening upon the side of a hill, and serving for the drainage of the superior parts of the mine. A single adit often serves for the drainage of a large mining district, of which the "Nant Force Level" in Alston Moor, and the "Great Adit" in the district of Gwennap, in Cornwall, are well-known examples. A winze is a perpendicular pit, joining two levels, for the windage or ventilation of both. A leat or lead is any artificial watercourse, used for turning mills, and other purposes. The levels or water-gates used for the purpose of draining mines are called soughs in Derbyshire, adit appearing to be a term properly confined to Cornwall and Devon. As to the prescriptive rights in the flow of water through soughs and adits, see *Arkwright v. Gell*, 5 M. & W. 203, referred to in *Burrows v. Lang*, [1901] 2 Ch. 502; *Whitmores (Edenbridge), Ltd. v. Stanford*, [1909] 1 Ch. 427.

XIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

adits, &c.,
and to use
new adits.

Reservation to
lessor of
power to
inspect mines.

Power for lessor to determine licence as to particular sets, by notice, in case they are not duly worked.

unto the lessor and his stewards, agents, tollers, tenants, servants, and others to be employed or authorised by him, full liberty at any time or times to make and drive any new adit or drift, from any adit, drift or shaft, driven or sunk, or hereafter to be driven or sunk within the limits aforesaid, and to sink any shaft whatsoever therein, and keep open, repair, and use the same adits, drifts, and shafts at his and their own will and pleasure; with power to turn the water, which shall arise within such new adit, drift, or shaft, into all or any of the adits, drifts, or shafts now made, or which hereafter may be made under or by virtue of these presents; AND to enter into and drive any such new adit in or through the lands or grounds within the limits aforesaid, or any part thereof, and to sink any shaft therein, and to convey any water or watercourse into and over the said lands or grounds, or any part thereof, in such manner as he or they shall think proper; and to make any leat whatsoever for that purpose; AND to erect and support any building, flat-rod (*y*), or other machinery whatever upon or within any of the said lands for the driving of any such adit into any other lands of the lessor, or into the lands of any other person or persons whomsoever, or for any other purpose whatsoever, at his will and pleasure, doing thereby no wilful damage or injury; AND ALSO reserved power for the lessor, and his stewards, agents, tollers, tenants, and workmen, and others to be authorised by him or them, from time to time and at all times during the continuance of the powers and privileges hereby given, to go into, inspect, examine, measure, level, and dial all or any part of the adits, shafts, drifts, and other workings within the lands or grounds aforesaid, and for such purposes to make use of all or any ladders, ribbals, ropes, tackle, whims (*z*), and other things therein and thereupon, without prejudice or hindrance to the working of the said lodes and mines; AND ALSO reserved to the lessor, upon his or his agent giving three months' previous notice of the intended exercise of the power next hereinafter mentioned, to the lessees, in manner hereinafter provided, or affixing such notice in some

(*y*) A "flat-rod" is a horizontal rod communicating motion from the engine.

Mining terms. (*z*) A whim is a kind of capstan, worked by horses, called in the north of England a whimsey or gin. Ribbals, or kibbles, are large iron buckets, worked by the whim.

conspicuous place within the limits aforesaid, power to annul and make void the powers and privileges hereby granted, as to such of the hereinbefore mentioned mines or sets as shall not have been duly and effectually pursued and wrought, and continued to be pursued and wrought, by the lessees, according to the covenants and provisos herein contained (a): To HOLD and enjoy all and singular the licences, powers, and privileges hereby granted (subject as aforesaid) unto the lessees from the — day of —, 19—, for the term of twenty-one years from thence next ensuing; paying therefor one-fifteenth part (the whole into fifteen equal parts to be divided) of all such copper and copper-ore as shall at any time or times be dug, broken, raised, or gotten within the limits aforesaid, on the grass, at the stamps, or at the scales

XIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

Habendum.

(a) As to the effect and operation of a grant of a licence to search and get ore, with a grant of such of the ore as should be found or got, as in the above precedent, the grantor parting with no estate or interest in the mines, metals, and minerals, see *Doe d. Handley v. Wood*, 2 B. & Al. 724; *Norway v. Rowe*, 19 Ves. 158; *R. v. Baptist Mills Co.*, 1 Mau. & S. 612; *R. v. St. Austell*, 5 B. & Al. 693. A grant or reservation of a right of mining implies what is necessary for the convenient working of the mine—a right of entering and breaking the surface (unless it be a right of continuing mines already opened into other land)—a right of way for carrying away the ore, &c.: *Simpson v. Telwright*, 2 Lutw. 1247; but it implies no more: *Earl of Cardigan v. Armitage*, 2 B. & C. 211. Any special powers given for the purpose of working the mine will enlarge simply, and not control this implied power: *ibid.*; *Hodgson v. Field*, 7 East, 613. The mines must be so worked as to leave a reasonable support for the surface; and any damage consequent upon negligent working in this respect will not come within a proviso for compensation for damage done to the surface in working the mines: *Harris v. Ryding*, 5 M. & W. 66. A lease of land, and all mines therein, confers no right to open mines, unless there are no mines open at the time of the lease; and a lessee of the lands may work open mines although they are not named: *Saunders's case*, 5 Rep. 12; *Astry v. Ballard*, 2 Lev. 185. So, a power to lease lands has been held to be confined to opened mines, unless it expressly includes unopened mines: *Campbell v. Leach*, Amb. 740; but now a tenant for life may grant leases of unopened as well as opened mines by virtue of his statutory power under the S. L. A. 1925. As to the powers of a tenant for life under the S. L. A. 1925, see sect. 117 (1) (xv) (definition of mines and minerals); and see sects. 45—47. As to rights of re-entry under leases, &c. of mines, see *Doe v. Wood*, 2 B. & Al. 724; *Roberts v. Davey*, 4 B. & Ad. 665.

Nature of the
interest
conferred by
a mining
licence.

Rights conferred by a
licence to
mine.

Implied
powers not
controlled
by express
powers.

Injuries by
mining.

What mines
included in a
lease of mines.

Power to
lease mines.

Right of re-
entry.

XIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

when made merchantable, either on the mine or at the place where the same shall be carried for the sampling and sale thereof, free and clear of all costs, charges, and expenses whatsoever; AND ALSO paying and delivering therefor one-fifteenth part (the whole into fifteen equal parts to be divided) of all such tin and tin-ore as shall at any time or times be dug, broken, raised, or gotten within the limits aforesaid, in such form as the said lessees shall sell or dispose of such tin and tin-ore, whether stuff or stamped, or in white tin at the smelting house, free and clear of all expenses, costs, and charges whatsoever; AND ALSO paying and delivering therefor one-fifteenth part (the whole into fifteen equal parts to be divided) of all such lead and lead-ore, and other metals, ores, and metallic minerals as shall at any time or times be dug, broken, raised, or gotten within the limits aforesaid, to be taken in and from such ores, metals, and minerals, on the mines when made merchantable, at the scales immediately after the weighing thereof, free from all costs, charges, and expenses (b); Or if the lessor shall, at any time or times during the term hereby granted, desire to have the value of the hereinbefore reserved part or parts respectively of the said metals, ores, and metallic minerals, or any of them in money, and of such desire shall, from time to time, give or leave notice in manner hereinafter provided; then, and in every such case, from and after the expiration of two calendar months after such notice given or left as aforesaid, and until two calendar months next after the same shall have been revoked or countermanded by the lessor, by notice to be so given or left as aforesaid; paying, in lieu of the hereinbefore reserved part or parts respectively of the said metals, ores, and metallic minerals, or such of them in respect of which such notice to pay the value thereof in money shall be given or left as aforesaid, such sum or sums of money as shall be equal to the full value of the hereinbefore reserved part or parts

Or an equivalent in money at the lessor's option to be signified by leaving a written notice.

Reservation in a mining lease under a power.

(b) A reservation of a proportion of the produce of a mine as royalty is a good reservation, under a power to lease at the best rent: *Campbell v. Leach*, Amb. 740, 748. What is a proper proportion depends, of course, upon the circumstances:—In Cornwall the expense of working seldom allows a render of more than one-fifteenth of the produce, sometimes not more than half of that; in the north of England, where the mines lie in beds, which are shallow and easily worked, a seventh or an eighth is often paid to the proprietor.

respectively, free from all costs, charges, and expenses whatsoever, except a proportionate part of the carriage to quay, quay dues, sampling expenses, and samplers' fees: The several and respective parts, shares, dues, royalties, or sums of money hereinbefore respectively reserved to be payable on the 31st day of December, the 31st day of March, the 30th day of June, and the 30th day of September, during the said term of twenty-one years, or oftener if and as often as any such ores, metals, or minerals as aforesaid shall be on the mine or place of sale, and made merchantable.

2. The lessees do hereby jointly and severally covenant with the lessor in manner following, that is to say: That they the lessees will, during the continuance of the said term, pay and deliver unto the lessor, or his agent or toller for the time being, the full parts, shares, dues, and royalties, hereinbefore respectively reserved, in manner aforesaid; or, at the election of the lessor, will pay the hereinbefore respectively reserved parts, shares, dues, and royalties, in money, at such best price as the same can from time to time be sold for, at the respective times hereinbefore mentioned for the payment of the same, or within two months after such copper, tin, lead, and other metals, ores, and metallic minerals shall be returned and sold as aforesaid; AND will give four days' notice in writing to the lessor, or his agent or toller, of the time of the weighing or division of the copper, copper-ore, tin, tin-ore, lead, lead-ore, and other metals, ores, and metallic minerals to be raised and gotten by virtue of these presents; AND will pay and discharge all rates, taxes, and assessments, parliamentary or parochial, which now are or which at any time hereafter shall be charged, assessed, or imposed upon the said ores, metals, and minerals, or the money which shall arise from the sale thereof, or the dues hereby reserved, or upon the lessor in respect thereof, the landlord's property tax and mineral rights duty only excepted; AND will, at all times during the said term, well and effectually, and without intermission, work all lodes or mines now being worked within the limits aforesaid, and all and singular other the lodes or mines which may hereafter be discovered therein, at all usual working times, with a sufficient number of able working miners, and also by all other ways and means in approved use, according to the rules and practice of good miners, so that the whole of the lands within the limits aforesaid, hereby granted may be fully and

XIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

Covenants by
lessees :
to render
royalties ;

to give to
lessor notice
of times of
weighing and
dividing the
ores ;

to pay taxes
charged in
respect of the
ores ;

to work all
mines within
the limits dur-
ing the term ;

XIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

to repair
buildings,
shafts, &c.;

to deliver up
in good repair
and order (f);

to drive a
certain adit
constantly
during the
term;

to clear shafts;

not to throw
rubbish on
soil;

effectually explored, tried, and worked (c); AND will, from time to time and at all times during the said term, well and sufficiently repair all houses and other buildings already erected for the use of the said miners, or which shall be erected by them, being built with stone and lime, and covered with slate, within the limits aforesaid; and well and sufficiently bind, secure, repair, keep open, and support with timber, and fixed stemples (d) and props, and by all other good and effectual and durable means, all adits, shafts, and other workings which are, or shall or may be cleared, driven, sunk, or made within the limits aforesaid, and also the low slovan (e) or tail of any adit already driven within the limits aforesaid; AND the same houses and other buildings, together with the roofs, coverings, and fixtures thereunto belonging, and the same adits, shafts, and other workings, in good repair, and firmly bound, secured, kept open, and supported as aforesaid, and also the whole of the mines intended to be worked under or by virtue of these presents, in a regular course of working, according to the most approved practice of good miners, and in good order for the future prosecution thereof, will, at the expiration or sooner determination of the said term, peaceably yield up unto the lessor; AND will, during the continuance of the said term, constantly, as well by night as by day, drive the deep adit, leading into the said several mines or sets, by four men at the least, until the same shall be wrought or driven through, and to the extent of, the ground comprised within the limits aforesaid; AND will, within three calendar months after the expiration or other determination of the said term, well and effectually, and in a minerlike manner, at the expense of them the lessees, collar all such shafts as ought to be kept open in pursuance of the covenants herein in that behalf contained, to the depth of at least twelve feet below the level of the then deepest adits communicating therewith; AND will not cover with ores or rubbish, or otherwise waste any meat-earth, mould, or soil within the said lands, but will preserve and

(c) See *Hanson v. Boothman*, 13 East, 22, as to the effect of this covenant.

(d) "Stemples" are crossbars of wood in a shaft, which also serve as ladders.

(e) "Slovan" means a gallery or level.

(f) See *Re British Red Ash Collieries, Ltd.*, [1920] 1 Ch. 326; 88 L. J. Ch. 212.

lay aside the same in heaps, on some convenient part of the said lands, for the use of the occupier or occupiers for the time being thereof; AND will, at all times during the said term, at their own expense, make sufficient fences for the protection of man and beast, round every shaft or open part of any adit already or hereafter to be sunk or dug within the limits aforesaid, during the said term, and erect and keep proper gates and fences for protecting the tenants and occupiers of the said lands for the time being from any trespass which might otherwise happen, by reason or means, or in consequence of any act, matter, or thing done by the lessees, or any of them, or under the authority of them, or any of them; AND make and keep in repair proper bridges and passes for the safe and convenient passage of the cattle and carriages of the occupiers for the time being of the said lands, or any part thereof, over any leat or open part of any adit or adits, and over or under any flat-rod or flat-rods now existing or which shall be made or erected during the said term, within the limits aforesaid; AND will, upon reasonable notice in that behalf, make full compensation to the respective tenants or occupiers for the time being of the said lands, for all unnecessary damage arising from any act or neglect of the lessees, or any of them, or any of their respective agents, servants, or workmen, in the exercise of any of the licences, powers, and authorities by these presents granted; such compensation to be ascertained and declared in the manner hereinafter mentioned; AND will, once in every year during the continuance of the said term, within one calendar month after notice in writing to or for them the lessees, or the purser, manager, or principal captain for the time being of the said mines, for that purpose given in manner hereafter provided, at their own expense, provide for and deliver to the lessor, a full and correct plan and section of all mines or works carried on and prosecuted for the time being within the limits aforesaid, and of all lodes or veins which shall have been discovered therein; AND will, at all times, permit and suffer the lessor, and his stewards, agents, and tollers for the time being, or any other persons employed or authorised by him or them, to go down into, inspect, examine, measure, level, and dial any and every adit, shaft, or work which is, or shall or may be dug, wrought, driven, sunk, or made within the limits aforesaid, and for that purpose to make use of the tackle, ropes, buckets, ribbals, and any other

XIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

to fence shafts
and tenants'
lands;

to make
bridges, &c.

to make com-
pensation for
damages to
tenants;

to deliver
plans and sec-
tion of works
on demand;

to allow lessor,
&c. to inspect
works;

XIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

to keep regular accounts;

and allow lessor, &c. to inspect the same and take copies (g); to make an annual rest, and balance account of profit and loss;

to deliver account of all adventurers and their respective interests;

conveniences belonging to, and being within the same, when and so often as he or they shall think fit; AND will, from time to time and at all times during the said term, keep at some place within the limits aforesaid, accurate and regular books of account, and therein shall from day to day make, or cause to be made, true, plain, and perfect entries of all such ores, metals, and minerals as shall be raised and gotten within the limits aforesaid, and of the sales thereof, and of all such moneys as shall be received or paid by the lessees, out of, from, or in respect of the several lodes or mines hereby authorised to be worked; AND will permit the lessor, or his steward or agent for the time being, at any time and from time to time during the said term, to inspect the said books of account, and to take extracts therefrom, or to make copies thereof; AND ALSO that they the lessees will, on the 31st day of March in every year during the said term, or within one calendar month after each such day (if required so to do), make, or cause to be made, a full, true, just, and fair account and rest in writing of all the ores, metals, and minerals raised or gotten from the lodes or mines hereby authorised to be worked, and of all the moneys received and paid by the lessees on account thereof during the last preceding year, so that the affairs of the said mining concern, and the balance of profits and losses of the lessees made and contained in such preceding year may from time to time plainly appear; and, on demand, deliver the same unto the lessor or his steward or agent for the time being; AND will, from time to time and at all times during the said term, and at any time after the expiration or sooner determination thereof, while any of the covenants herein on the lessees' part contained shall remain unperformed, give to the lessor or his steward or agent for the time being, within twenty-one days after notice in writing in that behalf shall have been given in manner hereinafter provided, a true and perfect list in writing, under the hand or hands of the lessees, or of such purser as aforesaid, of all such persons as shall have been adventurers therein during any period or periods of the time between the com-

(g) The breach of a covenant in a mining lease to allow the lessor to inspect books, &c., is not within the provisions of the L. P. A. 1925, as to relief against forfeiture of leases: see sect. 146, sub-sect. (8) (ii) of that Act.

mencement of the said term or the date of any previous like notice, as the case may be, and the day of the date of such current notice, which shall be specified therein, together with the then or last known places of abode and additions of such adventurers; AND ALSO the shares and interests held by them respectively in the said mines, during the same period or periods of time, as far as the lessees may be enabled by the cost books or account books of the said mines, or otherwise, to set forth the same; AND ALSO will not, at any time or times during the said term, work or dig, or cause to be worked or dug, any ground beyond the limits aforesaid; AND will not, at any time or times during the said term, in the exercise of all or any of the liberties, licences, or powers hereby granted, do or commit any waste, damage, or injury to any messuage, tenement, house, or other erection or building, or any garden now existing, or do, or cause to be done, any act, matter, or thing whatsoever which may in anywise tend to the detriment, injury, or prejudice of the owner, tenant, or occupier of such messuage, tenement, house, erection, building, or garden.

XIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

not to work
beyond limits
of demise;

not to commit
waste, &c.

3. The lessor hereby covenants with the lessees that they, rendering and paying, laying out and delivering the said several and respective dues and royalties, and dishes, or the money so to be paid in lieu thereof as aforesaid, and observing and performing the several covenants, conditions, and agreements hereinbefore contained, and on the part of the lessees to be observed and performed, shall (subject and without prejudice to the several exceptions, reservations, provisoes, and agreements in favour or for the benefit of the lessor hereinbefore contained), peaceably and quietly have, hold, possess, and enjoy the powers and privileges hereby granted, and every of them, for and during the said term, without any interruption or disturbance from or by the lessor, or any person or persons lawfully claiming under or in trust for him.

Covenant by
lessor for quiet
enjoyment.

4. It is hereby agreed and declared, that if the parts or shares hereby reserved of the metals, ores, and metallic minerals which shall be found within the limits aforesaid, or any part thereof respectively, or such sum or sums of money (if any) as shall from time to time be payable in respect of the same, or any part thereof respectively, shall be undelivered, behind, or unpaid by the space of twenty-one days next after any

Proviso for
lessor to re-
voke licence
and re-enter
on non-render
of royalties,
&c., or on
breach of
covenant.

NIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

one of the several days whereon the same ought to have been delivered and paid as aforesaid, whether payment thereof respectively shall have been formally or legally demanded or not; or in case of breach or non-performance of all or any of the covenants, provisoes, and agreements hereinbefore contained: then and thenceforth for all or any of the causes aforesaid, and at any time thereafter, it shall be lawful for the lessor, by notice in writing to be given to the lessees in manner hereinafter provided, to revoke and determine the several liberties, licences, and powers hereby granted; AND immediately after any such notice shall have been so given, the liberties, licences, and powers hereby granted, and every article, clause, matter, and thing herein contained, shall absolutely cease and determine (*h*), save and except so far as concerns and for the purpose of enforcing any right of action which shall have accrued to either of the said parties hereto, by reason of the breach of any of the covenants and agreements herein contained.

Power to
lessor to
purchase
machinery
and plant, &c.
at the end of
the term.

5. It is hereby agreed that if at the determination of the said term the lessor shall desire to purchase all or any of the fixtures, machinery, engines, plant, or other articles and things used or employed in or about mines or works hereby demised, and shall by a notice in writing given to the lessees in manner hereinafter provided, one calendar month before the determination of the said term, or, if determined under the power of re-entry hereinbefore contained, at any time within fourteen days after such determination, then the articles specified in such notice shall not be removed by the lessees, but shall be purchased by the lessor at a price to be determined, in case of dispute, by arbitration in manner hereinafter provided. AND in default of and subject to any such notice by the lessor as last aforesaid, then upon the determination of the said term, when and so soon as the shafts opened by the lessees shall have been properly filled in or covered or secured, and all royalties, dues, and compensation shall have

(*h*) The notice must be peremptory. Where there was a proviso somewhat similar to the above, a notice, that, unless the grantees did thenceforth keep six miners constantly at work, &c., the grantors would, at the end of a month, re-enter, was held not to be a sufficient notice to determine the licence, although the grantees did not observe the requisitions of the notice: *Muskett v. Hill*, 5 Bing. N. C. 694.

been paid according to the covenants hereinbefore contained, then, but not before, the lessees shall be at liberty to remove the said fixtures, machinery, engines, plant, and other articles.

6. It is hereby agreed that all notices hereby required or authorised to be given shall be in writing, and shall be signed by the lessor or the lessees, as the case may be, or by their respective agent or solicitor for the time being: AND any notice hereby required or authorised to be given to the lessor shall be deemed to be duly and sufficiently given if delivered to the lessor personally, or if left for him at his last known place of abode in the United Kingdom, or if delivered to his agent or any of his agents for the time being, or to such other person and in such manner as the lessor shall from time to time in writing direct: AND any notice hereby required or authorised to be given to the lessees, shall be deemed to be duly given if given to the lessees, or any of them, either personally, or if left for them, or any of them, at their or his last known places or place of abode in the United Kingdom, or if given or left for the purser, manager, or principal captain for the time being of the said mines either personally, or at his dwelling-house, or at the office or counting-house of the said mines.

XIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

Proviso as to
notices (i).

7. In case any differences or dispute shall arise during the continuance of these presents as to whether the said lode or mine now being worked within the limits aforesaid, or any other lodes or mines hereafter to be discovered within the said limits, or any of them, have been or are being properly and effectually worked, or

Proviso for
arbitration of
disputes as to
the working
of the mines
or the con-
struction of
the deed.

(i) The following may be substituted for the proviso in the text:—

“It is hereby agreed that any notice hereby required or authorised to be given to the lessor or lessees respectively shall be in writing, and may be given or served in any of the modes provided by sect. 196 of the Law of Property Act, 1925, with respect to notices to be given to lessors or lessees (as the case may be) under that Act, but not so as to abridge any of the rights or powers hereinbefore given to the lessor or his agent.”

The insertion of this clause may be useful as a reminder, but is not absolutely necessary, as sub-sect. (5) of sect. 196 of the L. P. A. 1925, provides that “The provisions of this section shall extend to notices required to be served by any instrument affecting property executed or coming into operation after the commencement of this Act [*i.e.*, January 1st, 1926] unless a contrary intention appears.”

XIX. LEASE OF
COPPER, TIN
AND LEAD
MINES.

as to the price to be paid for any articles purchased under clause 5 hereof, or as to any other valuation or estimate to be made in pursuance of these presents, or otherwise, or with reference to the construction and meaning of these presents, or any of the covenants, provisoes, and agreements herein contained, the same shall be referred to the arbitration of two indifferent persons, one to be appointed by each party, and these presents shall be deemed to be a submission to arbitration within the Arbitration Act, 1889, or any statutory modification or re-enactment of the same for the time being in force.

IN WITNESS, &c.

XX. LEASE of COAL MINES to a COMPANY by a TENANT
for LIFE under the Settled Land Act (k).

THIS LEASE (l), made the — day of —, 19—,
BETWEEN [tenant for life], of, &c., of the first part; [trustee],

Powers of a
tenant for life
under S. L.
Act.

(k) By the S. L. A. 1925, a tenant for life is empowered to grant mining leases for one hundred years, sect. 41 (ii.), by deed, to take effect in possession within twelve months, or in reversion after an existing lease having not more than seven years to run at the date of the new lease, subject to the requirements by the Act as to reservation of rent, as to the lease containing a covenant for payment of rent and a condition for re-entry, sect. 42 (1), execution of counterpart, sect. 42 (2); and as to mining rents, sect. 45. The Court can authorise a longer term than one hundred years in certain cases: sect. 46. By sect. 47, where the tenant for life or statutory owner is impeachable for waste in respect of minerals, three-fourths of the rent, otherwise one-fourth must be set aside as capital money (but see as to leases granted under a power in a settlement prior to the S. L. A. of 1882, *Lonsdale v. Lowther*, [1900] 2 Ch. 687). Sect. 50 provides for a sale or lease of mines and minerals with or without a grant or reservation of powers of working, wayleaves, and other easements: see definition of mines and minerals, sect. 117 (1) (xv). In the case of open mines only one-fourth of the profits must be set aside: *Re Chaytor*, [1900] 2 Ch. 804. A power to lease "lands" does not empower the donee to lease unopened mines, and a direction in a will to pay rents of unopened mines to a tenant for life was held not to be an expression of "a contrary intention" within sect. 11 of the S. L. A. 1882 (now re-enacted by sect. 47 of the S. L. A. 1925): *Re Daniels*, [1912] 2 Ch. 90. As to coal mines, see Coal Mines Act, 1911, by which the previous law was consolidated. As to mineral rights duty, see *ante*, p. 626, note (s).

Stamp.

(l) Stamp, *ad valorem* on *minimum* rent: see *ante*, p. 538.

of, &c., and [trustee], of, &c., of the second part; and the — Coal Company, Limited, of the third part: WHEREAS, by an indenture of settlement, dated, &c., and made between [parties], certain freehold lands and hereditaments situate in the several parishes of — and —, in the county of —, and shown on the plan hereunto annexed and therein coloured pink, in or under which lands the mines and hereditaments hereinafter mentioned and intended to be hereby demised are situate and lying, were, with other hereditaments, limited to the uses therein mentioned, whereby the said [tenant for life] is now tenant for life in possession of the same without impeachment of waste, and by the indenture now in recital the said trustees were appointed trustees thereof for the purposes of the Settled Land Acts. AND WHEREAS by a vesting deed dated the — day of —, 19—, under the hands and seals of the said [trustee] and [trustee] for giving effect to the requirements of the Settled Land Act, 1925, the said [trustee] and [trustee] declared that all the real estate which was then by any means subject to the limitations of the recited settlement was vested in the said [tenant for life] in fee simple and that they were the trustees of the said settlement for the purposes of the Settled Land Act, 1925. NOW THIS DEED WITNESSETH, and it is hereby agreed and declared, as follows:—

XX. LEASE
OF COAL
MINES BY
TENANT FOR
LIFE UNDER
SETTLED LAND
ACT.

Testatum.

1. In these presents (unless the contrary appears) the expression "the lessor" includes the said [tenant for life] and other the person or persons for the time being entitled to the reversion of the hereditaments and premises intended to be hereby demised expectant on the determination of the term hereby granted: The expression "the trustees" includes the said [trustees] and other the trustees for the time being, for the purposes of the Settled Land Act, of the said indenture of settlement: the expression "the company" includes the said [lessee] and their successors and assigns: and the expression "the premises," unless otherwise restricted, includes the whole of the mines and hereditaments intended to be hereby demised.

Interpretation
clause.

2. In consideration of the rents and royalties hereby reserved, and of the covenants and conditions hereinafter contained, and on the part of the company to be observed and performed, the lessor, in exercise of the power in this behalf given to him as such tenant for life as aforesaid by the Settled Land Act, 1925,

Demise.

XX. LEASE
OF COAL
MINES BY
TENANT FOR
LIFE UNDER
SETTLED LAND
ACT.

Parcels (*m*).
Habendum.

Liberties,
powers, and
privileges to
work mines;

to sink pits,
&c.;

to erect
engines;

and of any other power whatsoever, him hereunto enabling, demises unto the company ALL AND EVERY the mines, beds, and veins of coal and cannell already opened and found, or which hereafter shall be found or discovered (*n*) in or under any part or parts of the said lands coloured pink on the said plan, To HOLD the premises, together with the several liberties and powers herein-after granted, unto the company from the — day of —, 19—, for the term of one hundred years next ensuing.

3. For the consideration aforesaid, the lessor grants unto the company full and free liberty for the company, by themselves, their servants, agents, or workmen, from time to time, during the said term to enter upon such parts of the surface of the said lands as are edged round with dark red on the said plan, but not upon any other part thereof without the lessor's written consent, and (subject to and not so as to extend such limited right of entry as aforesaid) to do all or any of the acts and things following, that is to say: To search for, win, work, get, raise, convert, make merchantable, and carry away, sell, and dispose of the coal and cannell in and under every part of the lands aforesaid at their will and pleasure, and receive for their own use all profits arising from such sales: AND ALSO from time to time to sink, drive, make, or construct any pits (*o*) and shafts, engine or other planes, levels, adits, soughs, tunnels, drains, airways, and watercourses within any part or parts of the lands aforesaid: AND ALSO to erect and make, and from time to time, as exigencies may require, to pull down, and remove any engines, gins, whimseys, wheels, or other machines, coke ovens, workshops, tramroads, railroads and other roads, and communications and other proper and convenient works whatsoever, in or upon the lands aforesaid, for the draining, unwatering, or laying dry, and for working and carrying

(*m*) If a particular seam of coal is demised, say,
"All that mine, bed or seam of coal known as the — seam lying and being in, or under, any part or parts of the said settled lands," &c.

(*n*) See S. L. A. 1925, s. 47.

(*o*) The right to sink pits was held to give a lessee an interest in the land in respect of which he could claim compensation against a railway under sect. 68 of the Lands Clauses Consolidation Act, 1845: *Re Masters and G. W. Rail. Co.*, [1901] 2 K. B. 84.

on, the collieries, and for the use of such engines, machines, and necessary works to collect and divert all streams of water flowing, running, or arising within the lands aforesaid, and for the like purpose to make reservoirs to hold the waste water: AND ALSO to make any roads or ways, navigable cuts, trenches, tunnels, docks, wharves, and places and conveniences on the lands aforesaid, for the banking, stacking, conveying, and carrying away, such coals and cannel: AND ALSO, for the accommodation of colliers and workmen, to erect and build cottages and dwelling-houses upon such parts of the said lands as shall from time to time be appointed by the lessor, or his agent for the time being; and, without any such appointment, to erect and build any cottages or dwelling-houses contiguous to any fire engine, or at the mouth of any navigable tunnel, or adjoining to any wharf or coal yard, that may be made at the mouth of any such tunnel, for the habitation of a person or persons necessarily attendant on such fire engine, or at such tunnel, wharf, or coal yard: AND ALSO to deposit upon a convenient part of the said lands, to be approved by the lessor or the agent for the time being acting in the management of the — estate, all coal, cannel, and slack gotten from the said mines, and all rubbish, earth, and spoil brought to the surface therewith, and all materials used in working the said mines: AND ALSO to get stone, sand, and gravel for making roads, and clay or loam for making bricks, in some convenient place or places, within or upon the lands aforesaid, to be used only in or about the colliery or coal and cannel works, and for such cottages and dwelling-houses as aforesaid, and not for any other use or purpose whatsoever; such stone, sand, gravel, clay, and loam to be gotten in such places or parts of the said lands as shall, from time to time, be appointed for that purpose by the said lessor, or the agent for the time being acting in the management of the — estate, and not elsewhere, upon previous application made by the company to the lessor or such agent as aforesaid; AND if, after application made for the several purposes aforesaid, the lessor or such agent as aforesaid, for the time being acting in the management of the — estate, shall refuse or neglect to make such appointment for the purposes aforesaid, for the space of twenty-one days, then and in such case it shall be lawful for the company or their agents to erect such cottages and buildings, and to get such stone, sand, gravel, clay, or loam for the

XX. LEASE
OF COAL
MINES BY
TENANT FOR
LIFE UNDER
SETTLED LAND
ACT.

to make
roads;
to erect
cottages;

to deposit
minerals,
rubbish, and
materials;

to get stone
and make
bricks;

XX. LEASE
OF COAL
MINES BY
TENANT FOR
LIFE UNDER
SETTLED LAND
ACT.

to do other
necessary
acts ;

to remove
machinery at
end of term.

purposes last aforesaid, in some convenient place or places which they shall fix upon, on giving one month's notice in writing for that purpose to the lessor, or such agent as aforesaid, of such their intention, and of the place where they intend to erect such cottages and buildings, or to get such stone, sand, or gravel respectively, as aforesaid, unless within one month from the personal service of such notice the lessor, or such agent as aforesaid, shall make such appointment as aforesaid for the purpose or purposes required: AND ALSO full liberty of ingress, egress, and regress to and for the company, and their agents, servants, workmen, and customers, on foot or with horses and other animals, carts, waggons and carriages, and machines of every description, in, over, and through any part or parts of the said lands, for the getting, loading, taking, conveying, and carrying away the coals and cannel from the mines hereby demised, or for bringing and laying down materials for sinking pits or making roads, or doing any other works for the more effectual getting and carrying away the coals or cannel, or doing any other proper and convenient and necessary works for carrying on the colliery: [AND ALSO full liberty for the company to work the mines and minerals hereby demised by instroke from any adjoining mines belonging to or held by them, and to work any such adjoining mines by instroke through the mines hereby demised]: AND ALSO, at the end or sooner determination of the said term, to remove and dispose of the rails and sleepers of any railed ways, and such engines, wheels, tools, and utensils as are or shall be erected, made, and brought upon the said lands, for the working and getting the mines, or which shall have been used in or about the same, unless the lessor shall be desirous of purchasing the same or any part thereof, and of such desire shall give not less than — days' notice before the expiration or sooner determination of the term; in which case it shall be lawful for the lessor to take all or such of the said rails and sleepers, engines, wheels, tools, and utensils as he shall so desire to purchase as aforesaid, on paying to the company such a fair valuation for the same as such railed roads, engines, wheels, tools, and utensils may be worth to carry off such valuation to be ascertained by arbitration in manner hereinafter mentioned.

Reddendum.

4. The company shall pay for the premises hereby demised and granted respectively, during the said term, on the — day of — and the — day of — in every year, the rents and royalties

hereinafter mentioned, that is to say: In respect of the mines hereby demised, a rent after the rate of £—— for every acre that shall be gotten and raised thereout of the thickness of one foot, including, measuring, and reckoning therein and therewith all pillars, walls, and ranges which the company may think proper to leave to support the roof of the mines hereby demised, and so in proportion for a greater or less quantity in thickness than a foot of each and every acre which the company shall yearly get within the lands aforesaid: AND IN CASE in any half-year during the said term, the company shall not get and raise such a quantity of coal and cannel out of the mines hereby demised, as, according to the said footage rent, shall produce a clear minimum rent of £——, then such a sum as, together with the footage rent payable in respect of coal and cannel actually gotten and raised during such half-year, shall amount to the clear minimum rent of £——: AND in respect of the right of outstroke from other mines, a royalty after the rate of —— per ton of twenty hundredweight for all coal, cannel, stone, or other minerals brought to surface during the preceding half-year from any mine or mines other than the mines hereby demised, through the pits whether existing or hereafter to be sunk during the said term, in any part of the said lands, every payment of such royalty to be made on the rent day next ensuing after the said right of outstroke shall have been exercised: PROVIDED ALWAYS, that no pillars, walls, or ranges that may be left for the support of the roof, nor any fault or bristle, shall be deemed to be any defect in regard to the measurement of the mines hereby demised, or any deficiency in the same, unless any such fault or bristle shall exceed one-fourth part of an acre: AND that in all cases where any such fault or bristle shall happen and be discovered, immediate notice thereof in writing shall be given to the lessor, his or their agent or agents, in order that the same may be fairly tried, measured, or ascertained: AND that no rent shall be paid for any fault which shall exceed one-fourth part of an acre as aforesaid: PROVIDED ALWAYS that if and whenever the company shall for any half-year have paid the minimum rent of £—— without having actually gotten in such half-year such a quantity of coal and cannel out of the mines hereby demised, as, according to the said footage rent, would have produced a clear minimum rent of £——, and the company shall in

XX. LEASE
OF COAL
MINES BY
TENANT FOR
LIFE UNDER
SETTLED LAND
ACT.

Footage rent.

Minimum
rent.

Royalty for
outstroke
from mines
under other
land.

Pillars, faults,
&c. to be
measured in,
except faults,
&c. exceeding
a quarter of
an acre.

Average
clause.

XX. LEASE
OF COAL
MINES BY
TENANT FOR
LIFE UNDER
SETTLED LAND
ACT.

any subsequent half-year or half-years get such a quantity of coal and cannel out of the same mines, as, according to the footage rent aforesaid, would produce a half-yearly rent exceeding £—, the company shall not be liable to pay any rent (other than the minimum half-yearly rent of £—) for such quantity of coal and cannel gotten and raised out of the mines hereby demised, as shall be required to make up the deficiency, but no excess of footage rent paid for any preceding half-year shall be allowed to make good the deficiency in any subsequent half-year.

Mode of pay-
ment of rents.
Covenant by
lessees to pay
rents.

5. The several rents and royalties hereinbefore reserved shall, until the company shall receive from the trustees notice in writing to the contrary, be paid in the proportions and in manner following, that is to say: three-fourths of the said rents and royalties shall be paid to the lessor, and the remaining one-fourth thereof to the trustees, to be set aside by them as capital money arising under the Settled Land Act, 1925. And the company hereby covenant with the lessor, and also with the trustees, that they the company will pay the said several rents and royalties hereinbefore reserved, on the days and in the proportions and manner hereinbefore mentioned.

Lessees'
covenants :
to pay taxes,
&c. ;

And the company hereby covenant with the lessor as follows:—

6. The company will, during the said term, also pay all leys, taxes, rates, charges, assessments, and impositions, which are now or shall at any time hereafter be charged or imposed upon, or in respect of the mines and premises hereby demised, or the rents or royalties hereby reserved, or any part thereof respectively, the landlord's property tax and mineral rights duty only excepted (*p*), and from time to time keep freed and discharged the lessor, and his estates, lands, hereditaments, goods and chattels, of and from the same and every part thereof, and from the payment thereof or of any part thereof.

to deliver up
the mines, &c.
at the end of
the term ;

7. The company will, at the expiration or other sooner determination of the said term, peaceably yield, deliver up and surrender the mines and premises hereby demised, and all and every the cottages, dwelling-houses and buildings now erected or which shall hereafter be erected and built by the company or their agents on the said lands, with the appurtenances, unto the lessor.

(*p*) See *ante*, p. 626, note (*s*).

8. The company will forthwith proceed to work and prosecute the colliery and mines, and they, and each of their agents, servants, and workmen will, during the said term, in the working of all or any of the mines hereby demised, observe and keep good and true levels, and get the same mines respectively clean and fairly before them, and in all things work the same in a fair, honest, and good workmanlike manner, and as other works of the like nature are usually or ought to be worked, and with as little damage as may be to the surface of the lands aforesaid: AND ALSO will leave substantial and sufficient walls, ranges, and pillars, as often as and where proper and necessary to be left, supporting the roof and roofs of such mines, levels, and airways, as shall be necessary from time to time to be made in the said mines, for the getting and carrying on the same.

9. The company will, four times in every year during the said term, if they shall be hereunto required, within twenty days from the time of any such request in writing by the lessor, or his agent or agents, leave for him or them at — a true, just, and exact measurement of the quantity of each bed or mine, and the thickness thereof, which shall have been gotten since the last measurement delivered in particularizing also the place or places where the same shall have been gotten, such account to be from time to time signed by the manager or principal agent of the company.

10. It shall be lawful for the lessor, or his agent or agents to be appointed for that purpose, and the company will permit him or them, as often as he or they or any of them shall think fit, from time to time during the said term, to descend any pits or shafts into the mines hereby demised, to view and see that the same are fairly, duly, and properly worked, according to the covenants and agreements herein contained, and to inspect, measure, and dial the same, so as to ascertain the real and actual quantity of coal or cannel gotten, or which may remain to be gotten by virtue of this demise, and to return back in like manner; and the company shall give and afford them or any of them all reasonable aid and assistance for the purposes aforesaid.

11. The company will set up at some convenient place or places, to be approved of by the lessor or the agent for the time being acting in the management of the — estate, upon the said lands one or more good and properly constructed weighing machines,

XX. LEASE
OF COAL
MINES BY
TENANT FOR
LIFE UNDER
SETTLED LAND
ACT.

to work
the mines
properly;

to deliver
measure-
ments;

to permit the
lessor to
descend into
the mines to
view;

to weigh coal,
&c. raised by
outstroke
from adjoining
mines.

XX. LEASE
OF COAL
MINES BY
TENANT FOR
LIFE UNDER
SETTLED LAND
ACT.

and will weigh or cause to be weighed therein all coal, cannel, and other minerals brought to the surface from time to time during the said term from any other mine or mines other than the mines hereby demised through the pits whether existing or hereafter to be sunk during the said term in any part of the said lands; AND will cause the weights ascertained as aforesaid to be duly registered at the machine house or houses; AND will at the end of each day, when the weights shall have been ascertained as aforesaid, cause the total weights and quantities of the coal, cannel, and other minerals so weighed as aforesaid to be entered in proper books of account to be kept for the purpose; AND will give not less than — days' notice to the lessor of the time of every such weighing; AND will permit the lessor to employ any person or persons to be present on his behalf at such weighing; and to keep an account thereof, and to check the accounts so to be kept by the company and entered as aforesaid.

to fence off
pits, &c. ;

12. The company will, at their own costs and charges, fence off, and keep effectually fenced off such parts of the said lands as shall from time to time during the said term be used for pits, ways, or roads, navigable cuts, tunnels, trenches, wharfs, or bank room, or otherwise, in or about the working of the mines hereby demised, from other the adjoining lands of the lessor, and also fence the eyes of pits, and will hang and keep in repair sufficient and convenient gates in such fences, for the necessary and convenient occupation of such lands, and for the passing and re-passing of the lessor and his lessees, tenants, and the agents, servants, and workmen of him, them, or any of them, on horseback or on foot, or with cattle, carts, or carriages, to and from such lands for all purposes whatsoever.

to pay com-
pensation for
damages ;

13. The company will pay to the lessor or his lessees or tenants, as the case may be, on the — day of — in every year during the said term full compensation for all damage that shall be sustained by breach, waste, or spoil of ground or otherwise to be occasioned by the sinking of pits, driving or making of soughs or drains, banking of coal, cannel, or slack, heap room or wharf room, or by making or using any ways, roads, watercourses, ditches, cuts, trenches, or sluices, or getting stone, digging clay, or making bricks, or otherwise in the prosecuting and carrying on the intended works, or the taking or using of all or any of the liberties or privileges hereinbefore granted in, upon, or through any part

of the said lands, such compensation (if not agreed upon between the parties interested) to be ascertained by arbitration, as herein-after mentioned.

14. The company will, at their own proper costs and charges, with all convenient speed, when and as often as any pit or road shall be disused, well and effectually fill up and level the same, and carry away and dispose of the slack, stone, and rubbish which shall remain round any such pit or upon any such road after filling up and levelling the same, and at the expiration or other sooner determination of the said term, will clear the said lands, and every part thereof, from the stone, rubbish, and slack that shall arise or be occasioned by the digging or working of the said mines hereby demised, or by banking or laying coals or cannel thereon, or by roads made or used, or by any other works that shall be made or carried on for any of the purposes hereinbefore mentioned; AND will in a workmanlike manner level the brows, crops, ways, roads, ditches, fences, holes, and other places that shall be made for any of the purposes aforesaid, and ditch up the old fences, and set with quick-wood all such gaps as shall be made in any of the old fences, and will fill up and level all such eyes, pits, shafts, reservoirs, and holes, as shall then remain in the said lands, or any part thereof: PROVIDED ALWAYS, that if the lessor shall desire to have any such ways, roads, pits, or fences preserved and kept open, and shall give reasonable notice thereof to the company, in that case such ways, roads (with the liberty nevertheless for the company, subject to the condition hereinbefore mentioned, to remove the rails and sleepers of any railed ways), pits, or fences, touching which such notice shall be so given, shall thereupon remain and be left open accordingly in the same condition as such ways (not being railed ways), roads, pits, or fences shall happen to be at the time of such notice given, and thereupon and from thenceforth the company shall be discharged from filling up, fencing about, levelling, or taking any further care thereof, and from all damages that may thereafter happen therefrom: PROVIDED ALSO that the company shall not, in cleansing the lands aforesaid from the slack, stone, and rubbish in manner aforesaid, be obliged to carry the same from off such lands entirely; but may lay and bestow the same in some convenient place or places, to be appointed by the lessor or his agent or agents for that purpose, such places not to be more than —

XX. LEASE
OF COAL
MINES BY
TENANT FOR
LIFE UNDER
SETTLED LAND
ACT.

to fill up
disused
pits, &c. ;

unless lessor
otherwise
directs.

Lessees may
bestow
rubbish in
places
appointed by
lessor.

XX. LEASE
OF COAL
MINES BY
TENANT FOR
LIFE UNDER
SETTLED LAND
ACT.

yards distant from the pits, roads, or places, from which such slack, stone, or rubbish shall be to be removed; the best soil shall be laid uppermost, and the whole levelled in a workmanlike manner, so as to render the same at least equal in quality and value to the adjoining lands, the company paying to the lessor, or his lessees or tenants respectively, compensation for the damage done to his or their lands in or about the filling up and levelling the works aforesaid, such compensation (if not agreed upon between the parties interested) to be settled by arbitration as hereinafter mentioned.

To permit
lessor to
inspect plans.

15. The company will permit the lessor, from time to time during the said term, to inspect and make extracts from and copies of all such plans, remarks, and accounts of borings, as the company shall make or cause to be made, or which they shall be in, or can obtain possession of, in anywise touching or concerning the mines hereby demised, or the nature, situation, and circumstances thereof.

Lessor's
covenant
for quiet
enjoyment.

And the lessor hereby covenants with the company as follows:—

16. The company rendering the accounts aforesaid, paying the rents, duties, and sums of money hereinbefore reserved and made payable, and observing and performing the covenants, conditions, and agreements hereinbefore contained, and on their part to be observed and performed, shall and may peaceably and quietly hold and enjoy the colliery, and coal and cannel mines and premises hereby demised, with all and every the liberties and privileges hereinbefore granted for and during the said term, without interruption or disturbance from or by the lessor, or any person or persons claiming by, from, or under him, or under the said indenture of settlement.

Power of
distress.

17. When and so often as default shall be made in the payment of the rents, royalties, and sums of money herein reserved, or any of them, or any part thereof respectively, by the space of twenty days next after any of the days hereinbefore appointed for payment thereof respectively, it shall be lawful for the lessor to enter into and upon the said lands, or any part thereof, and to take, seize, and distrain at any of the pits or pits' eyes of or belonging to the colliery or coal or cannel works, or the brows or banks, or at, or within any of the tunnels or trenches intended to be made as herein mentioned, or at any wharf, dock, or place,

all or any part of the coals or cannel that shall be gotten, or any of the engines, whimseys, boats, vessels, machines, wheels, gears, horses, tools, instruments, utensils, goods, chattels, and effects whatsoever, which shall or may be found upon or within the said lands, or any part thereof, or belonging to the colliery or coal and cannel works, or to the company, and to sell and dispose of such distress and distresses until the rent, royalty, or sum of money, which shall so happen to be in arrear as aforesaid, together with all costs, charges, and expenses attending such distress and sale, shall be fully paid and satisfied.

XX. LEASE
OF COAL
MINES BY
TENANT FOR
LIFE UNDER
SETTLED LAND
ACT.

18. When and so often as any such default shall be made in payment of the said rents, royalties, and sums of money as aforesaid, or if and so often as there shall be a breach of any of the covenants or agreements by the lessees herein contained, or if and so often as the company shall commit any voluntary waste in or upon the lands aforesaid, or any part thereof, otherwise than in proper exercise of the liberties hereinbefore granted, or shall enter into, make, or execute any composition with, or assignment for the benefit of their creditors, or shall enter into liquidation, whether compulsory or voluntary (otherwise than for the purpose of reconstruction), then, and in any such case, it shall be lawful for the lessor, into all and singular the demised mines and premises, now or hereafter during the said term to be opened, or into any of them in the name of the whole, to re-enter, and the same and every part thereof to recover, re-possess, and enjoy, as of his former estate, as if these presents had never been made.

Proviso for
re-entry.

19. All notices hereby required, or authorised to be given, shall be in writing: AND any notice hereby authorised or required to be given to the lessor shall be deemed to be duly and sufficiently given if personally delivered to the lessor, or if left for him at his last known place of abode in the United Kingdom, or if delivered to the agent for the time being, acting in the management of the — estate, or to such other person, and in such manner as the lessor shall from time to time in writing direct: AND any notice hereby authorised or required to be given to the company shall be deemed to be duly and sufficiently given and delivered, if given personally to the secretary for the time being of the company, or left for him at the registered offices for the

Proviso as
to notices (g).

(g) See sect. 196 of the L. P. A. 1925.

XX. LEASE
OF COAL
MINES BY
TENANT FOR
LIFE UNDER
SETTLED LAND
ACT.

Arbitration
clause.

time being of the company, or if given to or left for the purser, manager, or principal captain of the said mines, either personally, or at his or their respective dwelling-house or dwelling-houses, or at the office or counting-house of the said mines.

20. If any question, dispute, or difference shall arise concerning the said mines hereby demised, or the working thereof, or concerning the construction and meaning of these presents or any of the covenants, provisoes, or agreements herein contained, or the rights or liabilities of the parties hereto respectively hereunder, then such question, dispute, or difference shall be referred to the determination and award of two arbitrators, one to be appointed by the lessor and the other by the lessees, or, in case of their disagreement, then to the determination and award of an umpire to be chosen by the said arbitrators before entering upon the reference: AND the award of the said arbitrators or of their umpire, as the case may be, shall be final to determine such question, dispute, or difference, and also to determine by whom the costs of the arbitration and award shall be borne: AND this shall be deemed to be a submission to arbitration, within the Arbitration Act, 1889, or any statutory enactment for the time being in force with regard to arbitrations.

IN WITNESS, &c.

XXI. LEASE of LIMESTONE QUARRIES and WORKS.

Parties.

THIS LEASE (*r*), made the — day of —, 19—, BETWEEN [*lessor*], of, &c., of the one part, and [*lessee*], of, &c., of the other part. WITNESSETH as follows:—

Testatum.

Interpretation
clause.

1. In the construction of these presents (where the context so admits), the expression “lessor” shall include the said [*lessor*], his successors in title and the persons deriving title under him or them, and the expression “lessee” shall include the said [*lessee*], his executors, administrators, and assigns, and the expression “the premises” shall include the quarries, liberties, licences, privileges, and hereditaments hereinafter described and hereby demised.

Stamp.

(*r*) Stamp, *ad valorem* on fixed yearly rent: see *ante*, p. 538.

2. In consideration of the rents, renders, reservations, and payments hereby reserved, and of the covenants, conditions, and agreements herein contained, and on the part of the lessee to be paid, observed, and performed respectively, the lessor hereby demises unto the lessee, ALL the quarries, delph-pits, and beds of limestone, spar, and other minerals of all kinds whatsoever, which now are, or during the term hereby granted shall or may be, open or discovered upon or underneath all or any of such lands of the lessor, situate at —, in the county of —, as are delineated in the map or plan hereunto annexed, together with the several liberties, licences, and privileges, but subject to the several exceptions and reservations hereinafter mentioned respectively, To HOLD the premises (except as herein is excepted and reserved) unto the lessee from the — day of —, 19—, for the term of — years thence next ensuing, at and subject to the several rents, renders, payments, covenants, conditions, and agreements hereinafter reserved and contained respectively.

XXI. LEASE
OF LIMESTONE
QUARRIES
AND WORKS.

Demise of
quarries and
works.

Habendum.

3. For the consideration aforesaid, the lessor grants full liberty and licence unto the lessee and his agents, workmen, labourers, and servants during the said term to open, dig, search for, work and get all such limestone, spar, and other minerals in or upon the premises, or any part thereof, and to erect, build, and set up, in or upon the same, such buildings (except dwelling-houses other than for workmen, labourers, and servants employed thereon, and those to be erected only on such sites or places as shall be approved in writing by the lessor or his agent), kilns, engines, and machinery, and to do all such things as shall be found necessary or expedient for the better and more effectually getting and raising such limestone, spar, and other minerals, and the working and carrying on of the premises, and the business and matters connected therewith, and for the burning, converting, and making such limestone into lime; AND ALSO to lay, place, and stack the said limestone, spar, and other minerals, and all such earth, clay, stones, and rubbish as shall be gotten, collected, or thrown up in the working of the premises, or any part thereof, and the business connected therewith, upon or as near to the premises as conveniently as may be, and as is usually done or practised in the like cases; AND to convert to and for his proper use and benefit, all such limestone, spar, and other minerals and lime as shall or may be gotten, raised or made, as aforesaid, from the premises or any part thereof.

Grant of
licence to
work
quarries.

XXI. LEASE
OF LIMESTONE
QUARRIES
AND WORKS.

Grant of
licence to
make roads,
&c.

Right of way.

Licence to
make a wharf.

Exception and
reservation to
lessor of right
of entry.

4. For the consideration aforesaid, the lessor also grants liberty and licence unto the lessee and his agents, workmen, labourers, and servants, to make such and so many waggon roads, tramways, railways, and approaches to the premises (and particularly a railway from the premises, through and over the lands of the lessor to join a railway now in course of construction over lands belonging to the lessor, and over other lands belonging to Sir [A. B.], and by means thereof to communicate with the — Railway, at or near —), and to do all other reasonable acts and things necessary or proper for the carrying away of the said limestone, spar, and other minerals and lime as shall from time to time be necessary or expedient; AND ALSO full liberty of ingress and egress in, to, out of, and from the premises, or any part thereof, with horses, carts, and waggons, and other carriages, or otherwise, as shall be necessary for conveying, carrying away, selling, and disposing of the said limestone, spar, and other minerals and lime, in, by, or along all such roads and ways, or any of them or any part thereof; AND ALSO to make and construct one or more wharf or wharves for the deposit of coals and other things, with the privilege of carrying and conveying the same coals over and along all such roads or ways, and to and from such wharf or wharves, or such and so many of the said liberties, powers, and privileges respectively, as the lessor can or ought to grant and demise, but not further or otherwise; AND ALSO (as far as the lessor is entitled thereto, and can or may lawfully demise the same, but not further or otherwise) the use of a certain sough or level, called the — level, for the better enabling the lessee to get and raise the said limestone, spar, and other minerals and lime, together with all rights, members, and appurtenances to the said quarries and works hereby demised, or any of them belonging, or in anywise appertaining.

5. Out of the present demise is excepted and reserved to the lessor and his servants, and tenants, and other persons authorised by him, full and free liberty and licence of passing and repassing at all reasonable times through, across, and along the roads, ways, and premises hereby demised, or any of them (except with horses, cattle, carts, or carriages along the line or lines of any such railway or railways as aforesaid), without let or disturbance of the lessee; AND ALSO full and free liberty to, and licence for, the lessor, his agents or workmen to enter into and upon all or any

part of the said quarries, works, and premises hereby demised at all reasonable times in the daytime to inspect the then state and condition thereof as is hereinafter provided.

XXI. LEASE
OF LIMESTONE
QUARRIES
AND WORKS.

6. The lessee shall pay, during the said term, for the premises the clear yearly rent of 125*l.*, and the further rent or sum of 3*d.* for every ton of limestone, spar, or other minerals (except lead-ore), over and above the quantity of 10,000 tons, that shall be gotten or raised from the premises and sold or removed therefrom, or converted into lime, or otherwise converted or manufactured for sale on the premises, in every year of the said term, by virtue of this present demise; AND ALSO, the further rent of £— for every acre, and so in proportion for every less quantity than an acre of the lands of the lessor, which shall or may be taken or used by the lessee at any time or times during the said term for any of the purposes or in the exercise of any of the powers or privileges hereinbefore contained (except the land actually destroyed and made waste by getting and taking the limestone therefrom by virtue of these presents), the said last mentioned rent, and also the said several rents or sums of 125*l.* per annum, and of 3*d.* per ton for limestone and other minerals (except lead-ore), over and above the quantity aforesaid, to be respectively payable half-yearly during the said term, on the — day of —, and the — day of —, in every year, clear of all deductions whatsoever (except land tax and landlord's property tax), the first payments of such rents respectively to be made on the — day of —, 19—.

Reddendum
of rents and
royalties.

7. The lessee shall also yield and render to the lessor for his own use and benefit one full and clear sixth part or share of all the lead-ore which may be found, dug, raised, or gotten, from, and out of the said lands, or any mines, veins, pipes, or flats therein, or in any part or parts thereof, by virtue of this present demise, after the same shall have been made merchantable and fit for smelting and refining free and clear of and from all charges and expenses attending the raising, getting, and making the same merchantable, and all other deductions whatsoever, when and as often as the same lead-ore shall be weighed and measured by the agent or other person or persons who shall be authorised by the lessor to weigh and measure the same and before any part of the said lead-ore shall be removed from the mines or places where the same shall from time to time be respectively raised or gotten.

Reddendum of
one-sixth of
lead-ore.

**XXI. LEASE
OF LIMESTONE
QUARRIES
AND WORKS.**

Lessee's
covenants :
to pay and
render rents
and royalties ;
and taxes,
&c. ;
except land-
tax ;

to keep books
of account ;

to repair ;

And the lessee hereby covenants with the lessor in manner following, that is to say:—

8. The lessee will duly yield, pay, and render the said several rents, sums, and royalties hereby reserved respectively, at the times and in manner hereinbefore appointed with respect to the same respectively; AND will also from time to time, and at all times during the said term, pay all the taxes, rates, levies, assessments, and impositions whatsoever charged, assessed, or imposed upon the premises, or upon the said several rents and royalties, or upon any erections, buildings, or works to be erected and built or carried on in pursuance of these presents, or upon the lessor or lessee in respect thereof, the landlord's property tax, land tax, and mineral rights duty only excepted.

9. The lessee will keep true and accurate books of account of all the limestone and other minerals (except lead-ore), and lime which shall be gotten, sold, and removed from the premises or converted, or manufactured thereon as aforesaid, wherein he will from time to time enter the quantity or quantities of the said limestone and other minerals (except lead-ore), and lime, sold, or removed, or converted, or manufactured as aforesaid; AND will at the end of every three calendar months during the said term make out and deliver to the lessor or his agent or agents a fair and correct abstract of the said books of account for the then last preceding three calendar months, and by himself or his agent or agents verify the same upon oath if required; AND ALSO permit the lessor and his agent or agents at all reasonable times to inspect the said books of account, and to take copies thereof or extracts therefrom.

10. The lessee will during the said term, at his own costs and charges, well and effectually repair, preserve, and maintain all and singular the dwelling-houses, buildings, sheds, roads, ways, and passages which are or in consequence of the liberties hereby granted shall be built, erected, or made in or upon the premises, in good and substantial repair, order, and condition in all respects, and in such repair, order, and condition will at the end or sooner determination of the said term peaceably and quietly leave and yield up the same premises unto the lessor, save and except railways, steam engines, cranes, and other machinery, and fixtures which shall be erected, set up, fixed, or made by the lessee for the purpose of trade.

11. The lessee, his agents, servants, workmen, chapmen, and customers, will, during the said term, commit and do as little trespass and damage as may be to the tenants and occupiers for the time being of the said lands by the use and exercise of the liberties, powers, and privileges hereinbefore granted; and the lessee will over and above the said rents and payments hereby reserved or made payable, pay and allow to the occupier or occupiers of the said lands, or any part thereof, the yearly sum of 3*l.* for every acre of such lands (and so in proportion for any less quantity than an acre), that shall be trespassed upon, injured or damaged by the works and operations aforesaid, except such lands as may be properly taken and used for any roads, or ways, or for the erection of buildings, or for the actual quarrying and getting of the said limestone and other minerals, such payments and allowances to be made to the occupier or occupiers of the said lands on the — day of —, in each year, and to be continued till the lands or grounds so to be trespassed upon, injured, or damaged shall have been made good again and put in a proper state and condition.

XXI. LEASE
OF LIMESTONE
QUARRIES
AND WORKS.

not to commit
damage and
trespass, or
to pay com-
pensation
therefor;

12. The lessee will, during the said term, at his own costs and charges, use all necessary and proper means to fence off and guard all the quarries, pits, shafts, openings, railways, and roads now made, or hereafter to be made, and make full satisfaction to the occupier or occupiers of such lands as aforesaid, for all such loss, injury, or damage as shall or may be sustained by him or them, or any of them, by reason of horses, cattle, or sheep falling into or getting upon the said quarries, pits, shafts, openings, railways, roads, or works, or otherwise, by the neglect or default of the lessee, his agents, servants, or workmen to use all such necessary and proper means as aforesaid, when or immediately after such loss, injury, or damage shall happen, the amount of such loss, injury, or damage, in case of dispute, to be ascertained by arbitration in manner hereinafter provided.

to fence off
quarries;

13. The lessee will permit the lessor and his tenants, agents, servants, and labourers, and all persons duly authorised by him to pass and repass without let or hindrance across and over any railway or railways, but not along the lines thereof, and across, and over, and also along any other roads or ways whatsoever leading to or from the said quarries and works, or any part thereof, on foot or on horseback, or with horses, cattle, carts, waggons, traction

to allow lessor
to pass along
roads, &c.;

XXI. LEASE
OF LIMESTONE
QUARRIES
AND WORKS.

engines, motor cars, or other carriages or vehicles however propelled, at his or their convenience respectively, but so that such passing and repassing shall not disturb or interrupt the reasonable use and enjoyment by the lessee of the liberties and privileges hereby granted more than the case shall require, and so also as that the person or persons so passing or repassing shall do as little damage to the said roads and ways as the nature of the case will admit of.

to remove
and lay soil ;

14. The lessee, his agents, servants, and workmen, will, before he or they open, sink, or make any quarry, pit, shaft, or opening, or any road or way under or by virtue of these presents, remove and take away the soil from such part of the land as is intended to be used for any of such purposes to the depth of ten inches at least, and lay the same in some proper and convenient place near thereto, so that either it may be preserved and kept for the purpose of being again laid thereon when any such quarries, pits, shafts, or openings, shall be filled up and any such roads or ways shall be disused, or that the lessor may at his option remove and take away or otherwise dispose of the said soil as he shall think proper.

not to damage
timber,
fences, &c. ;

15. The lessee will, during the term, do as little damage or injury to the timber and other trees, and to the fences growing or being upon any part or parts of the said lands as the nature of his works and operations will reasonably admit of, and that when any of the fences are unavoidably destroyed or injured the same shall be replaced or amended by and at the expense of the lessee in a proper and workmanlike manner as may be required by the lessor, or his agent or agents, and to his or their satisfaction.

to work
quarries in
proper
manner ;

16. The lessee will, during the said term, work and carry on the said quarries and works in a proper and workmanlike manner, and after the best and most approved method of working and carrying on similar quarries and works in the neighbourhood, and will leave open and in good working condition and repair all the pits, delphs, shafts, and drifts which shall be in use or in anywise serviceable in the working and carrying on the same quarries and works.

to permit
lessor and his
agents, &c. to
inspect state
of works ;

17. It shall be lawful for the lessor and his agents, bailiffs, servants, or workmen, at all times in the daytime, and at his and their free will and pleasure, to go into and upon the premises to view and inspect the state and condition thereof, and to make such

other observations and examinations into and concerning the same as he, they, or any of them shall think proper, and in case the lessee shall be found to be working or using the said quarries or works in an improper or unworkmanlike manner, then and in such case it shall be lawful for the lessor to give notice in writing to the lessee, or his agent or agents, to stop and discontinue the further working of the said quarries and works until full satisfaction and amends shall have been made for the loss, damage, or injury which shall have been occasioned or sustained to or by the lessor by reason of such improper working or user as aforesaid, such satisfaction and amends to be ascertained, in case of disagreement between the parties hereto, by arbitration in manner hereinafter provided.

18. If in the course of working and carrying on the said quarries and works, or of making any railways or roads, or doing any other act or thing by virtue of these presents, any vein or veins, or pipe or pipes of lead ore, shall happen at any time during the term to be found or discovered by the lessee, or any other person or persons employed by or under him, within or upon the premises; and if it shall happen that he or they shall neglect or refuse effectually to work and quarry all and any the said veins, pipes, and works of lead ore, and shall work part or some of them only, and shall permit and suffer others of them to stand unwrought for the space of three months together at any one time, then and in every such case, and as often as it shall so happen, it shall and may be lawful to and for the lessor, and his servants, agents, and workmen, and he and they are hereby authorised and empowered, after the expiration of six calendar months' previous notice in writing to the lessee, to enter upon such of the said veins, pipes, and works of lead ore only as shall happen to stand so unwrought as aforesaid, and the same to have, take, and enjoy, and either to permit and suffer them, or any of them, from thenceforward to continue standing and unwrought, or at his and their will and pleasure to work and prosecute, and the ore and spar there found to take and carry away and convert to his and their own proper use and benefit without any account to be rendered or delivered to, or any interruption or interference on the part of the lessee, for or in respect of the same or any part thereof, and without making any compensation for the same or any part thereof, and in working and prosecuting such veins, pipes, and works of lead ore, and raising the ore and

XXI. LEASE
OF LIMESTONE
QUARRIES
AND WORKS.

to permit
lessor to carry
on works on
default of
lessee;

XXI. LEASE
OF LIMESTONE
QUARRIES
AND WORKS.

spar therefrom, to enter upon, go down, and pass and repass along all and every the shafts, pits, and premises hereby demised, for the more effectually and conveniently working the same veins and pipes of lead ore, and raising the lead ore therefrom, without any such interruption or interference or making any such compensation as aforesaid.

to carry on
railway only
limestone,
&c. gotten
from the
premises.

19. The lessee, or any person or persons employed by or under him, will not at any time or times during the continuance of this demise, carry or convey, or be concerned in carrying or conveying, any gritstone along or upon the said railway so intended to be made to communicate with the said — Railway as aforesaid, or allow or permit such railway to be used for the purpose of carrying or conveying any gritstone, other than such as shall be gotten, raised, made, or produced under or by virtue of this present demise, save and except as provided by clause 20 hereof.

To convey on
railway
gritstone, &c.
from lessor's
adjoining
lands at
specified rate.

20. The lessee will from time to time and at all times during the said term, when required so to do by the lessor, or his agent or agents, carry and convey along the said line of railway so intended to be made as aforesaid, or along any part thereof, to the said — Railway, all such gritstone as shall or may be gotten or raised from any part or parts of the said lands, estates, and premises of the lessor (such gritstone so to be carried and conveyed not to exceed the weight of one ton on each waggon), on being paid the sum of — per ton for the conveyance and carriage of such gritstone along the line of the said railway.

Lessor's
covenants :

And the lessor hereby covenants with the lessee as follows, that is to say:—

for quiet
enjoyment ;

21. The lessee paying the said rents or sums of money hereby respectively reserved and made payable, and observing and performing the several covenants and agreements hereinbefore contained, which on his part are or ought to be paid, observed, or performed, shall quietly hold and enjoy the premises for and during the said term, without any interruption from the lessor, or any person lawfully claiming under or in trust for him.

to pay land
tax ;

22. The lessor will from time to time and at all times, during the said term, pay and satisfy and discharge the land tax assessed or imposed upon the said quarries and premises hereby demised, or upon any part thereof, and from time to time indemnify the lessee from and against the payment thereof.

23. The lessor will, at the costs and charges of the lessee, if thereto requested by him, at any time before the expiration of the first seven years of the said term, grant another lease of the premises to the lessee for the further term of seven years, to commence from the expiration of the term hereby granted, at the same rents, and containing the like covenants and agreements as are in these presents contained (this present covenant excepted), he the lessee executing a counterpart thereof.

XXI. LEASE
OF LIMESTONE
QUARRIES
AND WORKS.

to renew
lease, if
requested.

PROVIDED ALWAYS, and it is hereby agreed and declared as follows:—

24. If the said rents, royalties, dues, or sums of money hereinbefore severally reserved and made payable, or any part or parts thereof respectively, shall happen to be in arrear, unpaid, or unrendered for the space of — days next after any of the said days or times when the same ought to be paid or rendered as aforesaid, and the same shall be lawfully demanded at the expiration of those — days, or at any time afterwards, and shall not be paid or rendered at the time of such demand [*or*, “whether the same shall have been legally or formally demanded or not”], or if the lessee shall not in all other respects observe and perform all and singular the covenants, conditions, stipulations, matters, and things hereinbefore contained, and on his part to be observed and performed, or if the demised quarries and premises shall be taken in execution, or if the person or persons or corporation in whom the demised premises, or any part thereof, are for the time being vested, or any of them, shall become bankrupt (which expression, in the case of persons, includes entering into any arrangement or composition with or for the benefit of creditors, and, in the case of a corporation, includes entering into liquidation, whether voluntary, save for the purpose of amalgamation or reconstruction, or compulsory), then, or in any of such cases respectively, it shall be lawful for the lessor into, and upon, all and singular the premises, or any part thereof, in the name of the whole, to re-enter and the same to have again and enjoy as in his former estate, anything herein contained to the contrary thereof in anywise notwithstanding.

Proviso for
re-entry.

25. It shall be lawful for the lessee, at [any time after] the expiration of six calendar months of the term hereby granted, by giving six calendar months' previous notice in writing to the lessor,

Power for
lessee to
determine
lease at end
of six months.

XXI. LEASE
OF LIMESTONE
QUARRIES
AND WORKS.

Proviso as to
notices (s).

Arbitration
clause.

to determine and make void these presents, and the term hereby granted, anything hereinbefore contained to the contrary in any-wise notwithstanding.

[26. All notices hereby required or authorised to be given to the lessor or lessee respectively shall be in writing, and shall be deemed to be sufficiently given and served if given and served in any of the manners provided by sect. 196 of the Law of Property Act, 1925, with regard to notices authorised or required by that Act to be given to lessors and lessees respectively.]

27. And, lastly, if any dispute or disputes shall arise or happen between the parties hereto touching or concerning the working and carrying on the said quarries and works, or any other matter or thing hereinbefore contained, then and in such case the said disputes shall be referred to and determined by two indifferent persons, one to be chosen by each party, and in case such referees cannot agree, then the same shall be referred to and determined by such third or other person as the said referees shall choose and elect for that purpose, AND this shall be deemed to be a submission to arbitration within the Arbitration Act, 1889, or any statutory modification or re-enactment thereof for the time being in force, the provisions whereof shall, as far as applicable, be applied.

IN WITNESS, &c.

XXII. AGREEMENT *for the* LETTING of a BRICKFIELD
from YEAR to YEAR.

Parties.

AN AGREEMENT (t), made the — day of —, 19—, BETWEEN [*lessor*], of, &c. (who, and his successors in title and the persons deriving title under him or them are hereinafter, unless the contrary appears, called “the lessor”), of the one part, and [*lessee*], of, &c. (who, and his executors, administrators and assigns are hereinafter, unless the contrary appears, called “the lessee”), of the other part.

Parcels.

1. The lessor agrees to let, and the lessee agrees to take, ALL

(s) This proviso may be inserted, if desired, as a reminder to the parties, but it is not necessary in view of sub-sect. (5) of sect. 196 of the L. P. A. 1925.

Stamp.

(t) Stamp, *ad valorem* on yearly rent: *ante*, p. 538.

THAT piece or parcel of ground, situate, &c., Together with full liberty to the lessee to dig, work, and get clay, brick-earth, and sand therefrom; and to make, manufacture, and burn the same into bricks, pipes, and tiles; and for that purpose to erect and construct on the same piece or parcel of land such machinery, kilns, sheds, or other buildings and works as may be necessary.

XXII. AGREEMENT FOR LETTING A BRICKFIELD.

Liberty to dig clay, and make bricks, &c.

2. The tenancy shall be for one year, commencing from the — day of — next, and shall continue thereafter from year to year, but shall be determinable on the — day of —, or the — day of — in any year, by either party giving to the other six months' previous notice in writing.

Term.

3. The lessee shall, during the continuance of the tenancy, pay the several rents and royalties following, that is to say: a fixed rent of £— per annum to be paid by equal half-yearly payments on the — day of —, and the — day of — in every year without any deduction (*u*), except for landlord's property tax; and also a royalty of — for every 1,000 bricks, to be paid on the days aforesaid, on all bricks manufactured on the said piece or parcel of land during the half-year preceding each such payment.

Rent and royalties.

4. The lessee shall pay all existing and future taxes, rates, outgoings, and assessments which now are, or at any time during the continuance of this demise, shall be imposed upon or payable by either the landlord or tenant in respect of the said piece or parcel of land.

Rates and taxes.

5. The lessee will at all times during the continuance of the tenancy, unless prevented by unavoidable accident, effectually and vigorously carry on the manufacture of bricks, pipes, and tiles on the said piece or parcel of land, and not discontinue the same, unless prevented as aforesaid, for the space of more than — weeks in any one year.

Covenants by tenant to carry on manufacture;

6. The lessee will, at his own expense, within three calendar months after any clay, brick-earth, or sand shall have been taken, to the extent of — acres, level the ground from which the same respectively shall have been taken, and replace the whole of the

to restore surface.

(*u*) No mineral rights duty is payable in respect of common clay, common brick clay, common brick earth, or sand, chalk, limestone, or gravel: see Finance (1909-10) Act, 1910, s. 20 (*5*).

Mineral rights duty.

XXII. AGREEMENT FOR
LETTING A
BRICKFIELD.

surface soil removed thereupon, so as to render the surface fit for agricultural purposes, and will not carry away any clay, brick-earth, or sand gotten on the demised premises, but will manufacture the same thereon and not elsewhere into bricks, pipes or tiles.

7. The lessee will at all times keep at the office on the demised premises books of accounts, showing the number of bricks, pipes and tiles manufactured as aforesaid, and the sales thereof, and of the times of removal of the same from the premises, and all other particulars which may be usual or proper, and will permit the lessor, or his agents, to inspect and take copies of or extract from such books of account at all reasonable times.

[*Here insert any special stipulation.*]

Power of
re-entry.

8. PROVIDED ALWAYS, that if the rent and royalty hereinbefore reserved, or any part thereof respectively, shall be unpaid by the space of — days after the same shall respectively have become payable (whether the same shall have been legally or formally demanded or not), or in case of breach by the lessee of any of the foregoing stipulations or agreements on his part to be performed or observed, the lessor may re-enter upon the said piece or parcel of land, or any part thereof, in the name of the whole, and thereupon this agreement shall determine and become void, but without prejudice to any remedy of the lessor in respect of any breach of the said stipulations or agreements.

AS WITNESS, &c.

LEASES (MISCELLANEOUS).

XXIII. LEASE *by* MORTGAGEES *and a* MORTGAGOR (*x*).

Parties and
interpretation
clause.

THIS LEASE (*y*), made the — day of —, 19—, BETWEEN [*mortgagee*], of, &c., and [*mortgagee*], of, &c. (who, and the

(*x*) As to the statutory powers of mortgagors and mortgagees respectively when in possession to grant occupation and building leases, see the L. P. A. 1925, s. 99 (re-enacting, with amendments, sect. 18 of the C. A. 1881, and sect. 3 of the C. A. 1911). The concurrence of mortgagees and mortgagors in leases (where the mortgage was made after

(*y*) Stamp, as a conveyance by way of sale in respect of the amount of the premium, and *ad valorem* in respect of the rent: *ante*, p. 538.

person or persons for the time being entitled to the reversion in the hereditaments hereby demised expectant on the term hereby granted, unless the contrary appears, are hereinafter called "the lessors"), of the first part; [*mortgagor*], of, &c. (who, and his successors in title and the persons deriving title under him or them, unless the contrary appears, are hereinafter called "the mortgagor"), of the second part; and [*lessee*], of, &c. (who, and his executors, administrators, and assigns, unless the contrary appears, are hereinafter called "the lessee"), of the third part: WHEREAS under or by virtue of an indenture of mortgage dated —, &c., and expressed to be made between [*parties*] (being a mortgage by way of demise for a term of three thousand years to secure to the lessors the repayment by the mortgagor of a sum of £—, with interest thereon as in the same indenture is mentioned), the lessors are mortgagees of the hereditaments hereinafter described and intended to be hereby demised: AND WHEREAS the mortgagor is the estate owner of the fee simple and inheritance of the said hereditaments, subject to the said mortgage. NOW THIS DEED WITNESSETH that, in consideration of the premium or sum of £— now paid by the lessee at the request of the mortgagor to the lessors in part payment and satisfaction of their said mortgage debt of £— (the receipt whereof is hereby acknowledged) and in consideration of the covenants on the part of the lessee to be observed and performed and provisions herein contained, the lessors, at the request of the mortgagor, hereby demise, and the mortgagor hereby demises and confirms unto the lessee, ALL [*parcels*], To HOLD the premises unto the lessee from the — day of —, 19—, for the term of — years next ensuing, PAYING, &c.: AND the lessee hereby covenants with the lessors, and as a separate covenant with the mortgagor, in manner following [*Covenant to pay rent and taxes*, ante, p. 565. *Add other lessee's covenants according to the nature of the property and the intention of the parties*]. AND each of the lessors respectively

XXIII. LEASE
BY MORT-
GAGEES AND A
MORTGAGOR.

Recitals of
title of
mortgagees,

and mort-
gagor.

Testatum.

Demise.

Habendum.

Reddendum.

Lessee's
covenants.

Lessors' and
mortgagor's
covenants.

the 30th of December, 1881), will be comparatively seldom necessary. Such concurrence will, however, be required, if the statutory powers are expressly excluded by the mortgage deed or otherwise in writing by the mortgagor and mortgagee: see sub-sect. (13) of sect. 99 of the L. P. A. 1925; or if the terms of the proposed lease are not within the statutory powers. The concurrence of mortgagees and mortgagor will also be required in the case of mining leases.

XXIII. LEASE
BY MORT-
GAGES AND A
MORTGAGOR.

For quiet
enjoyment (z).

Proviso for
payment of
rent to mort-
gagor until
notice by
mortgagees.

Proviso that
mortgagor's
receipts, until
such notice,
shall be good
discharges.

Proviso that,
until notice by
mortgagees,
mortgagor
may distrain
for rent.

and the mortgagor, so far as relates to the acts and deeds of himself and of persons claiming under, through, or in trust for him respectively, hereby covenants with the lessee that the lessee paying the said rent and observing and performing all the covenants on his part herein contained, may peaceably enjoy the premises hereby demised without interruption or disturbance from or by the lessors or the mortgagor or any of them, or any person or persons claiming under, through, or in trust for them or any of them [*Add any special covenants by the lessors (a)*]. PROVIDED ALWAYS that in the meantime, and until the lessors shall require payment to themselves of the rents and profits of the said premises, and shall give unto the lessee, or leave at the said premises, notice in writing requiring the lessee to pay such rent and profits to them, the said rent shall be paid to the mortgagor; AND the receipt or receipts of the mortgagor shall, until such notice shall be given or left as aforesaid, be a good and sufficient release and discharge for the said rent, or any part thereof, unto the lessee; AND if, at any time or times previously to such notice being given or left as aforesaid, the said rent of £—, or any part thereof, shall be in arrear for the space of fourteen days (whether legally demanded or not), it shall be lawful for the mortgagor to enter into and distrain upon the hereditaments and premises hereby demised: AND the distress or distresses then and there found, to sell and dispose of in due course of law, and to apply the produce thereof in or towards pay-

(z) It would appear that, in strictness, mortgagees cannot be required to enter into a covenant for quiet enjoyment or into any covenant except that they have not incumbered: see *Worley v. Frampton*, 5 Hare, 560. If, therefore, the lessor-mortgagees refuse to give a covenant for quiet enjoyment, insert after the words "hereby demised" the words, "but not so as to imply any warrant or covenant,"

and omit in this covenant the words,
"each of the lessors respectively and."

(a) The covenants will generally run as in the case of an ordinary lessor, except as otherwise indicated in the text, and also except that (i) the power to enter and view the premises will be given "to the lessors and to the mortgagor and their respective agents," &c.: (ii) the insurance will be effected in the joint names of the lessors (i.e., the mortgagees) and the lessee in an office to be approved by the lessors, but the lessee will covenant to produce the policy, &c. "to the lessors and also to the mortgagor."

ment of the said rent so in arrears, and the costs, charges, and expenses which shall be sustained or incurred in consequence of the non-payment thereof; PROVIDED ALWAYS, &c. [*that "the lessors" may re-enter on non-payment of rent, or breach of covenants, ut ante, p. 567*].

XXIII. LEASE
BY MORT-
GAGEES AND A
MORTGAGOR.

Proviso for
re-entry.

IN WITNESS, &c.

XXIV. LEASE *for NINETY-NINE YEARS (b) of RIGHTS for WATER SUPPLY by a MORTGAGOR in POSSESSION and his MORTGAGEES. WATER to be OBTAINED from a BROOK by means of a DAM, RAM and other APPARATUS and CONVEYED in PIPES over LAND of the MORTGAGOR. PROVISION as to CONSTRUCTION and as to MAKING GOOD any DAMAGE, &c. POWER to LESSEE to DETERMINE LEASE on NOTICE. RENT to be PAID to MORTGAGOR until NOTICE GIVEN by MORTGAGEES (c). ARBITRATION CLAUSE.*

THIS LEASE (d), made the — day of —, 19—, BETWEEN Parties, A., of, &c., and B., of, &c. (hereinafter called "the lessors," which

(b) A mortgagor, although in possession, is not entitled to grant an occupation lease for any term exceeding twenty-one years (where the mortgage was made prior to the commencement of the L. P. A. 1925) or exceeding fifty years (where the mortgage was made after the commencement of that Act, *i.e.*, January 1st, 1926) unless a special power to that effect is conferred upon him by the mortgage deed, or otherwise in writing signed by the mortgagee: see sect. 99 of the L. P. A. 1925. The consent in writing of the mortgagee is therefore always required for the grant of a legal term beyond the statutory limit (in default of such a power having been already conferred) and his concurrence in the lease is generally desirable.

(c) By sect. 141, sub-sect. (1) of the L. P. A. 1925, "Rent reserved by a lease, and the benefit of every covenant or provision therein contained, having reference to the subject-matter thereof, and on the lessee's part to be observed or performed, and every condition of re-entry and other condition therein contained, shall be annexed and incident to and shall go with the reversionary estate in the land, or in any

(d) Stamp, *ad valorem* on the rent for a term not exceeding 100 years: see Preliminary Note.

XXIV. LEASE
OF RIGHTS
FOR WATER
SUPPLY.

expression shall include the persons or person for the time being entitled to receive the rent hereby reserved, where the context so admits), of the first part; Sir X. Y., of, &c. (hereinafter called "Sir X. Y."), of the second part; and C., of, &c. (hereinafter called "the lessee," which expression shall include his executors, administrators, and assigns, where the context so admits), of the third part.

Recital of
seisin of
mortgagor.

WHEREAS Sir X. Y. is the estate owner of the fee simple in possession (but subject to the mortgage hereinafter mentioned) of the — estate, in the county of —, a portion whereof is delineated in the plan drawn hereon and thereon coloured yellow.

Subject to
mortgage.

AND WHEREAS the portion of the said estate so delineated as aforesaid is subject (with other hereditaments) to a mortgage for a term of three thousand years now vested in the lessors, but is otherwise free from incumbrances.

Seisin of
lessee.

AND WHEREAS the lessee is the estate owner of the fee simple of the land coloured pink on the said plan [*adjoining the land coloured yellow*].

Desire of
lessee to
obtain water
supply.

AND WHEREAS a dwelling-house, stables, garage and other out-buildings are about to be erected by the lessee on the said land coloured pink, and the lessee is desirous of obtaining a water supply for the same from the brook flowing over the lands of Sir X. Y. (which brook is shown upon the said plan) by means of a dam to be constructed at the point marked A on the said plan, and of a ram, tanks, pipes, and other apparatus to be constructed or placed upon, in, or under the said lands coloured yellow as aforesaid for the purpose of pumping and storing water from the said brook and conveying the same to the land coloured pink.

Agreement
of mortgagor
to grant
rights, &c.

AND WHEREAS the lessee has requested Sir X. Y. to grant, or procure to be granted to him, the rights, powers, and liabilities hereinafter mentioned, and the land occupied by the said dam, ram, tanks, pipes, and other apparatus for the period and in

part thereof, immediately expectant on the term granted by the lease, notwithstanding severance of that reversionary estate, and without prejudice to any liability affecting a covenantor or his estate"; and (sub-sect. (2)), "Any such rent, covenant or provision shall be capable of being recovered, received, enforced, and taken advantage of by the person from time to time entitled, subject to the term, to the income of the whole or any part, as the case may require, of the land leased."

manner hereinafter mentioned, which Sir X. Y. has agreed to do upon the terms and subject to the conditions hereinafter contained.

XXIV. LEASE
OF RIGHTS
FOR WATER
SUPPLY.

NOW THIS DEED WITNESSETH that, in consideration of the rent and covenants hereinafter reserved and contained, and on the part of the lessee to be paid, observed, and performed, the lessors, at the request of Sir X. Y., do hereby grant and demise, and Sir X. Y. doth hereby grant, demise, and confirm unto the lessee.

Testatum.

Grant.

FULL POWER AND AUTHORITY to and for the lessee to take, use, and enjoy a supply of water sufficient for all domestic, stable, garage, and garden purposes of the said land coloured pink and of the said dwelling-house and outbuildings proposed to be erected thereon from the said brook, and to pump into and store in tanks, either upon or below the surface, and to convey the same water to the said land coloured pink and the buildings thereon by means of pipes and other necessary apparatus to be placed below the surface of the said lands coloured yellow and so as to interfere as little as may be with the cultivation of the said lands.

Power to
take water
from a brook.

AND also for the purposes aforesaid FULL AND FREE RIGHT AND LIBERTY to make, construct, and lay down, and during the term hereby granted, to maintain, repair, or renew a dam not exceeding — feet in height and to be so constructed as to admit the passage of fish up the said brook to the reasonable satisfaction of Sir X. Y. or other the owner or owners for the time being of the said land, or his or their surveyor (*e*), and also a ram, tanks, pipes, and other apparatus upon, in, or under the lands of Sir X. Y. coloured yellow on the said plan (the approximate positions whereof respectively are indicated in the said plan and are thereon coloured blue).

To construct
a dam, &c.

AND to use and occupy during the term hereby granted such portion or portions of the said lands as may be necessary for the purposes aforesaid, and generally full power to perform any act or thing within or upon the said lands or grounds for the purposes aforesaid, or any of them, which the lessee shall think proper or expedient, making due compensation to the occupiers of the said

To occupy
portions of
land neces-
sary

(*e*) As varying estimates of the athletic capabilities of the fish may afford ground for dispute, it would perhaps be advisable to specify the amount of slope of the dam down-stream and details of construction dependent upon local peculiarities.

XXIV. LEASE
OF RIGHTS
FOR WATER
SUPPLY.

lands for any damage thereto occasioned by the construction, maintenance, or repair of the said works or any of them.

—with right
of access.

TOGETHER WITH right of access to the said dam, ram, tanks, pipes, and other apparatus for the purpose of working, maintaining, repairing, renewing, and cleansing the same as circumstances may from time to time require.

Habendum.

TO HOLD the powers, authorities, rights, liberties, and premises hereby demised unto the lessee from the — day of —, 19—, for the term of ninety-nine years.

Reddendum.

YIELDING AND PAYING (f) therefor yearly during the said term hereby granted the rent of £—, to be paid without any deduction (except for landlord's property tax) by equal half-yearly payments on the — day of — and the — day of — in each year, the first of such payments to be made on the — day of —, 19—.

Covenants
by lessee :

AND the lessee hereby covenants with the lessors, and also separately with Sir X. Y., as follows:—

to pay the
rent;

(1) THAT the lessee will during the continuance of the term hereby granted pay the said yearly rent hereinbefore reserved and made payable at the times and in the manner at and in which the same is hereinbefore reserved and made payable without any deduction (except as aforesaid).

to do as
little damage
as may be
and to pay
compensa-
tion;

(2) AND that the lessee, in the exercise of the powers, rights, and liberties aforesaid, will do as little damage as may be to the said lands of Sir X. Y., or the timber or other trees, underwood, crops, or vegetation thereon, and will pay to the occupier or occupiers of the said lands reasonable compensation (to be settled in case of dispute by arbitration in manner hereinafter provided) for any damage which may be occasioned to him or them by reason of the construction, maintenance, or repair of the said works.

to erect a
fence to pro-
tect cattle;

(3) AND that the lessee will forthwith erect, and during the continuance of the term hereby granted, maintain a fence of sufficient strength and height to protect cattle from the said dam and ram, the position and character of such fence to be determined by Sir X. Y. or his surveyor.

to restore
the surface;

(4) AND also that the lessee, after making any excavation or executing any of the works hereinbefore authorised, will at his

(f) The rent must be reserved generally, without specifying to whom it is to be paid: see sect. 141 of the L. P. A. 1925, *supra*.

own expense, as soon as conveniently may be, restore the surface of the ground to the same state as it was in prior to such excavation or other works so far as such surface shall not be required for the purposes aforesaid.

XXIV. LEASE
OF RIGHTS
FOR WATER
SUPPLY.

(5) At the expiration or sooner determination of the said term of ninety-nine years the lessee shall, if required in writing so to do by the lessors, remove the said dam, ran, tanks, pipes, and other apparatus constructed or laid by him in, under, or upon the said lands of Sir X. Y., and make good all damage done thereto by reason of the removal of the same or otherwise in exercise of the rights and privileges hereby granted.

at end of
term to re-
move the
dam, &c., if
required.

PROVIDED ALWAYS that if the lessee shall at any time be desirous of determining this present lease, and of such his desire, shall give — calendar months' previous notice in writing to the lessors, or some or one of them, or leave the same at or send the same by registered letter to their or his usual or last known place of abode in England, and shall pay all the rent and observe and perform all the covenants hereinbefore reserved and contained and on the part of the lessee to be paid, observed, and performed, then and in such case, immediately after the expiration of the said period of — calendar months, this lease shall cease and determine, but without prejudice to the lessors' rights in respect of any arrears of rent, or any breach or non-performance of any of the lessee's covenants hereinbefore contained.

Power to
lessee to
determine
lease on
— months'
notice.

PROVIDED ALSO, and it is hereby agreed and declared, that if the rent hereby reserved shall be unpaid for the space of thirty days after the same shall have become payable (whether lawfully demanded or not), or in case the lessee shall at any time make default in the performance or observance of any of the covenants or stipulations hereinbefore contained and on his part to be performed and observed, and shall not make good such default, and also make full compensation to the lessors for all damage thereby sustained by them within three calendar months after receiving from the lessors, or some or one of them, a notice in writing requiring him the lessee to make good such default and to make such compensation for damage (if any), it shall be lawful for the lessors to take up and remove any pipes, tanks, or apparatus which shall have been laid down or constructed under the powers aforesaid, and thereupon this grant and demise shall cease and determine.

Proviso for
re-entry.

XXIV. LEASE
OF RIGHTS
FOR WATER
SUPPLY.

Covenant
for quiet
enjoyment.

AND each of them the lessors respectively, and Sir X. Y., so far as relates to his own acts and deeds and the acts and deeds of persons claiming under him, hereby covenants with the lessee that the lessee, paying the rent hereby reserved, and performing and observing the covenants and stipulations hereinbefore contained and on his part to be performed and observed, may quietly have, use, and enjoy the powers, authorities and premises hereby demised at all times during the said term of ninety-nine years without any interruption by the lessors and Sir X. Y., or any of them, or any person claiming under them or any of them.

Rent to
be paid to
mortgagor
until notice.

PROVIDED ALWAYS, and it is hereby agreed and declared, that until the said A. and B., or their assigns, shall require payment of the said rent to them and give to the lessee notice in writing requiring such payment, the said rent shall be paid to Sir X. Y., or his assigns, whose receipt shall be a sufficient discharge for the same.

As to
licences,
notices, &c.

PROVIDED ALSO, and it is hereby agreed and declared, that any licence, consent, or act hereinbefore required or authorised, or which may be necessary to be given or done by the lessors hereunder, may be validly and effectually given or done by the persons or person for the time being entitled to receive and give a discharge for the said rent, and any notice required to be given by or to the lessors hereunder shall be valid and sufficient if given by or to the persons or person so entitled.

Arbitration
clause.

PROVIDED ALSO, and it is hereby agreed and declared, that if at any time hereafter any dispute, doubt, or question shall arise between the said parties hereto, or their respective executors, administrators, or assigns, or any of them, touching the construction, meaning, or effect of these presents, or any clause or thing herein contained, or their respective rights or liabilities under these presents or otherwise in relation to the premises, or in case any valuation shall require to be made or the amount of any compensation ascertained under the provisions hereinbefore contained, then every such dispute, doubt, question, estimate, or valuation shall be referred to the arbitration or decision of two indifferent persons, one to be appointed by each party to the reference, and these presents shall be deemed to be a submission to arbitration within the Arbitration Act, 1889, or any statutory modification or re-enactment thereof for the time being in force.

IN WITNESS, &c.

XXV. AGREEMENT *for* LETTING GRAZING RIGHTS *for a*
 PERIOD *of* SIX CALENDAR MONTHS *and so on for* SUCCE-
 SSIVE PERIODS *of* SIX MONTHS *until* DETERMINED *by*
 NOTICE, *for the* EXPRESS PURPOSE *of* EXCLUDING *the*
 OPERATION *of the* Agricultural Holdings Act, 1923 (g).

XXV. AGREE-
 MENT FOR
 GRAZING
 RIGHTS.

AN AGREEMENT (h), made this — day of —, 19—,
 BETWEEN A. B., of, &c. (hereinafter called “the landlord”), of Parties.
 the one part, and C. D., of, &c. (hereinafter called “the tenant”),
 of the other part.

1. The landlord agrees to let, and the tenant agrees to take, Parcels.
 THE exclusive right and liberty of depasturing sheep, cattle, and
 horses upon the fields known respectively as —, —, —, —,
 containing in the whole — acres, or thereabouts, situate in the
 parish of —, in the county of —, TOGETHER with the exclu-
 sive right to take and make use of the water in the pond situate
 on the said field known as — for the purpose of watering such
 animals as may from time to time be depastured by the tenant on
 the said premises; EXCEPT AND RESERVING to the landlord, sub-
 ject to the provisions of the Ground Game Act, 1880, and the
 Ground Game (Amendment) Act, 1906, all game, woodcocks,
 snipes, quails, landrails (i), wild-fowl, rabbits and fish, with the
 exclusive right for him and all persons authorised by him, at all
 times, of preserving the same, and of hunting, shooting, fishing,
 coursing, and sporting over and on the said premises.

Reservation
 of sporting
 rights.

(g) By sect. 57, sub-sect. (1) of the Agricultural Holdings Act, 1923,
 a “holding” includes (*inter alia* and subject to certain specified excep-
 tions) “any parcel of land held by a tenant, which is either wholly agri-
 cultural or wholly pastoral, or in part agricultural and as to the residue
 pastoral.”

“Tenant” means “the holder of land under a contract of tenancy,”
 and a “contract of tenancy” means “a letting of or agreement for
 letting land for a term of years, or for lives, or for lives and years, or
 from year to year.”

It is suggested that this precedent will meet the case where a landlord
 is anxious to ensure that he will be entitled to resume possession of his
 land at short notice, without being restricted as to the purpose for which
 he may require the land.

(h) Stamp: see Preliminary Note.

(i) See the Game Act, 1831 (1 & 2 Will. 4, c. 32), s. 3. Woodcocks,
 snipes, quails, and landrails are not “game.”

XXV. AGREEMENT FOR GRAZING RIGHTS.

Term.

THE TENANCY to be from the — day of — for the period of six calendar months and so on for successive periods of six calendar months each, until it is determined by either party giving to the other three calendar months' notice in writing, at the rent of £— for each such period of six calendar months, payable in advance on the first day of each of such periods, the first payment to be made on the — day of —, 19—(k).

AND the tenant hereby agrees:—

Agreements by tenant.

2. To pay the rent at the time and in manner aforesaid.

3. To keep all hedges, fences, and gates and leave the same at the end of the tenancy in good tenantable repair.

4. Not to depasture at any one time upon the said fields and premises more than the following numbers of each kind of animal respectively.

[Here specify the maximum number of sheep or cattle or horses which may be allowed to graze on the premises at any one time, assigning (if necessary) the proportions of each kind of animal, which are permissible in the case of mixed feeding.]

5. To leave on the premises all the manure produced thereon.

6. Not to cut or lop any timber or other trees.

7. Not to destroy any game or rabbits except as authorised by the Ground Game Act, 1880, and the Ground Game (Amendment) Act, 1906.

8. Not to assign or underlet the premises or any part thereof without the written consent of the landlord or his agent.

9. That the landlord shall have ingress and egress, for himself, and all persons authorised by him, to the said fields to inspect the state of repair of the said hedges, fences, and gates and the condition of the premises, and to cut timber and for sporting and preserving game.

AND the landlord agrees:—

10. To pay all existing and future taxes, rates, assessments, and outgoings for the time being payable either by landlord or tenant in respect of or charged upon the premises (l).

(k) It is advisable to repeat the year rather than to use the word "next."

(l) In this case it seems more convenient that the rates, &c. should be payable by the landlord, and the rent must therefore be fixed accordingly.

AND it is hereby mutually agreed and declared:—

11. That the landlord shall have a right of re-entry on non-payment of the rent for fourteen days, whether legally demanded or not, or breach of any of the tenant's agreements.

12. That nothing herein contained shall constitute a letting of or agreement for letting land for a term of years, or for lives, or for lives and years, or from year to year, or otherwise create a contract of tenancy within the meaning of the Agricultural Holdings Act, 1923, or in any way prevent or impede either party from determining the tenancy on three months' notice as hereinbefore provided.

IN WITNESS, &c.

XXV. AGREEMENT FOR GRAZING RIGHTS.

Right of re-entry on non-payment of rent or breach of agreements. Express exclusion of tenancy within meaning of Agricultural Holdings Act.

XXVI. AGREEMENT *for the* LETTING *of a* PARSONAGE HOUSE *from* YEAR *to* YEAR, *with a* CONDITION *for* AVOIDING *the same, in* CERTAIN EVENTS, *in accordance with the provisions of the* Pluralities Act, 1838.

AN AGREEMENT (*m*), made the — day of —, 19—, BETWEEN the Reverend A. B., incumbent of the benefice of the rectory [*or, "vicarage," as the case may be*] of —, in the county of —, and diocese of — (hereinafter called "the incumbent"), of the one part, and C. D., of, &c. (hereinafter called "the tenant," which expression shall include his executors, administrators, and assigns, where the context so admits), of the other part, as follows:—

Agreement to let.

THE incumbent hereby agrees to let, and the tenant hereby agrees to take, ALL THAT messuage or dwelling-house, with the outbuildings and garden, situate in the parish of —, in the county of — (being the parsonage house of the above-named benefice), TOGETHER with the appurtenances, for the term of one year (if the incumbent shall so long remain incumbent of the said benefice) (*n*) from the — day of —, 19—, and so on from year

Parcels.

Term.

(*m*) Stamp, *ad valorem* on the rent: see Preliminary Note.

(*n*) The incumbent is not able to bind his successors by this agreement, and the tenancy will determine *ipso facto* on the incumbent's resignation or death. The express provision inserted in the form is to prevent any claim for damages on this account against him or his estate on the part of the tenant.

XXVI. AGREE-
MENT FOR
LETTING
A PARSONAGE
HOUSE.

to year until the incumbent shall cease to be such incumbent as aforesaid, or until the demise shall be determined at the end of the first or any subsequent year by either party giving to the other three calendar months' previous notice in writing, or at any time by service on the occupier of the premises of a copy of any order, assignment, or appointment made by the Bishop of the diocese in accordance with sect. 59 of the Pluralities Act, 1838, AT THE YEARLY RENT of £—, clear of all deductions, to be paid by equal quarterly payments on the four usual quarter days, the first such payment to be made on the — day of —, 19—.

Rent.

Agreements
by tenant :
to pay rent ;
to pay taxes ;

THE tenant further agrees with the incumbent:—

(1) To pay the said rent on the days and in manner aforesaid.

(2) To pay all rates, taxes and outgoing now payable or hereafter to become payable in respect of the premises.

to keep in
repair ;

(3) To keep the said premises (including the fixtures) in good condition and repair.

to permit
incumbent
to enter to
view ;

(4) To permit the incumbent and his agents to enter twice or oftener in every year to view the condition of the said premises.

To use
premises as
a private
dwelling-
house only ;

(5) Not at any time to carry on, or commit, or permit to be carried on or committed upon the said premises, any business or occupation or nuisance, but to use the said premises as a private dwelling-house only.

Not to assign
or underlet ;

(6) Not to assign, or underlet, or part with the possession of the said premises or any part thereof without the consent in writing of the incumbent.

to deliver
up demised
premises.

(7) At the expiration or sooner determination of the demise quietly to deliver up the said premises in such repair and condition as aforesaid.

Proviso for
re-entry.

PROVIDED ALWAYS that on breach of any of the tenant's agreements herein contained the incumbent may re-enter on any part of the premises in the name of the whole, and thereupon this demise shall determine.

Agreement
by incumbent
for quiet
enjoyment.

THE incumbent agrees with the tenant that the tenant, paying the said yearly rent and performing and observing the agreements by him herein contained, may peaceably hold the said premises during the demise without any interruption by the incumbent or any person claiming under him.

Condition of
avoidance.

PROVIDED ALWAYS, and this agreement is subject to this express condition, that in the event of any spiritual person being required

by order of the Bishop of the said diocese to proceed and reside in the premises hereby demised, or in the event of the said premises being assigned or appointed as a residence to any curate by the Bishop, then upon a copy of any such order, assignment, or appointment being served upon the occupier thereof, or left at the said house, this agreement shall become absolutely null and void, and the said demise shall forthwith determine accordingly (o).

XXVI. AGREE-
MENT FOR
LETTING
A PARSONAGE
HOUSE.

IN WITNESS, &c.

(o) The Pluralities Act, 1838 (1 & 2 Vict. c. 106), one of the objects of which was "to make further provision for enforcing the residence of spiritual persons upon their benefices," provides as follows:—Sect. 59. "Any agreement made for the letting of the house of residence or the buildings, gardens, orchards, or appurtenances necessary for the convenient occupation of the same, belonging to any benefice, to which house of residence any spiritual person may be required, by order of the bishop as aforesaid, to proceed and to reside therein, or which may be assigned or appointed as a residence to any curate by the bishop, shall be made in writing, and shall contain a condition for avoiding the same, upon a copy of such order, assignment, or appointment being served upon the occupier thereof, or left at the house, and otherwise shall be null and void; and a copy of every such order, assignment, or appointment shall immediately on the issuing thereof be transmitted to one of the churchwardens of the parish, or such other person as the bishop shall think fit, and be by him forthwith served on the occupier of such house of residence, or left at the same; and any person continuing to hold any such house of residence, or any such building, garden, orchard, or appurtenances, after the day on which such spiritual person shall be directed by such order to reside in such house of residence, or which shall be specified in any such order, assignment, or appointment, and after such copy shall be so served or left as aforesaid, shall forfeit the sum of forty shillings for every day he shall, without the permission of the bishop in writing under his hand for that purpose obtained, wilfully continue to hold any such house, building, garden, orchard, or appurtenances, together with the expense of serving or leaving such order, assignment or appointment, to be allowed by the bishop issuing the order or making such assignment or appointment; and it shall also be lawful for the spiritual person so directed to reside, or the curate to whom any such residence is assigned, to apply to any justice of the peace having jurisdiction in the place, for a warrant for the taking possession thereof; and the justice to whom any such order for such possession is produced shall and he is hereby required, upon its being duly verified, to grant a warrant to some peace officer to deliver such possession, and possession may thereupon be taken of such house under such warrant at any time in the daytime, by entering

XXVII. LEASE
OF GLEBE.

Parties.

XXVII. LEASE of GLEBE *under the Ecclesiastical Leasing
Acts by the INCUMBENT of a BENEFICE.*

THIS LEASE (*p*), made the — day of —, 19—, BETWEEN the Reverend A. B., incumbent of the benefice of the rectory [*or*, “vicarage,” *as the case may be*] of —, in the county of —, and diocese of — (hereinafter called “the lessor,” which expression shall include his successors and assigns where the context so admits), of the first part; the Ecclesiastical Commissioners for England (hereinafter called “the Commissioners”), of the second part; C. D., of, &c., in the county of —, patron of the said benefice, of the third part; and E. F., of, &c., in the county of — (hereinafter called “the lessee,” which expression shall include his executors, administrators and assigns where the context so admits), of the fourth part.

the same by force, if necessary, without any other proceeding by ejectment or otherwise, any law or statute to the contrary notwithstanding; provided that any person who shall have been in possession of any such house of residence or premises under a verbal agreement only, or under any agreement in which the condition aforesaid for avoiding the same shall not be inserted, and who shall be turned out of possession by virtue of this Act, shall be entitled to sue the person with whom he or she had entered into such agreement for damages occasioned by his or her being so turned out of possession, to be recovered in any of Her Majesty's superior Courts at Westminster.”

The effect of this section was considered in the case of *Richard v. Graham*, [1910] 1 Ch. 722, where it was held (in the words of the head-note) that a lease of a rectory for the term of the rector's incumbency, though not containing the statutory condition of avoidance, was not absolutely void, but was good as between the rector and the lessee, and would only become void on the bishop ordering personal residence, and, also, that the object of sect. 59 in requiring the insertion of the condition of avoidance was to bring the provisions of the law to the attention of the lessee, and the only effect of omitting it was to render the lessor liable in damages under the proviso if the lessee was turned out by reason of the bishop's order.

Per Swinfen Eady, J., at p. 731: “The object of the section in requiring the clause of avoidance to be inserted is, in my opinion, to bring the provisions of the law to the attention of all persons renting a parsonage, under the penalty (in the absence of such provision) of the landlord being liable in damages in the event of the tenant being turned out of possession by reason of an order of the bishop.”

(*p*) Stamp, *ad valorem* on the rent; see Preliminary Note.

WITNESSETH that, in consideration of the rents and covenants on the part of the lessee hereinafter reserved and contained, the lessor, by virtue of the powers and provisions contained in the Ecclesiastical Leasing Acts, 1842 to 1865, or any Act or Acts extending, amending, or re-enacting the same, and of all other powers him enabling, DOth hereby, with the consent and approval of the Commissioners, and with the consent of the said C. D. as such patron as aforesaid, testified by their respectively being parties to and executing these presents, demise unto the lessee.

XXVII. LEASE
OF GLEBE.

Demise.

ALL THAT, &c., forming part of the glebe lands of or belonging to the said benefice of ———.

Parcels.

To HOLD the premises UNTO the lessee from the ——— day of ——— for the term of ——— years.

Habendum.

PAYING THEREFOR yearly during the said term hereby granted the rent of £——, to be paid without any deduction, except for landlord's property tax, by equal quarterly payments on the ——— day of ———, the ——— day of ———, the ——— day of ———, and the ——— day of ——— in every year, the first of such payments to be made on the ——— day of ——— next.

Reddendum.

AND the lessee hereby for himself and his assigns covenants with the lessor, and also by way of separate covenant with the Commissioners, their successors and assigns, in manner following, that is to say:—

Covenants by
lessee.

[Here insert covenants on the part of the lessee as may be required.]

AND the lessor for himself and his successors, but not so as to bind himself, his heirs, executors, or administrators for the acts of his successors or their assigns, hereby covenants with the lessee that the lessee, paying the rent hereby reserved and performing and observing the several covenants, conditions and agreements herein contained and on his part to be performed and observed, shall and may peaceably and quietly hold and enjoy the said premises hereby demised during the term hereby granted without any lawful interruption or disturbance from or by the lessor or any person claiming under him.

Covenant by
lessor for
quiet enjoy-
ment.

PROVIDED ALWAYS that as between the Commissioners and any incumbent of the said benefice it shall not be compulsory on the Commissioners to take proceedings to enforce the observance or

Proviso.

XXVII. LEASE
OF GLEBE.

performance of any of the covenants on the part of the lessee hereinbefore contained, but that it shall be entirely discretionary with them to take such proceedings or not as they may think proper.

IN WITNESS, &c.

XXVIII. UNDERLEASE *for the entire TERM RESERVED by the ORIGINAL LEASE, except the last SEVEN DAYS thereof, in CONSIDERATION of a PREMIUM. COVENANTS by UNDERLESSEE to PAY RENT, and to OBSERVE the COVENANTS of the ORIGINAL LEASE, and INDEMNIFY the UNDERLESSOR therefrom.*

Parties. THIS UNDERLEASE (*q*), made, &c., BETWEEN [*lessor*], of, &c. (hereinafter called "the lessor," which expression shall include his executors, administrators, and assigns (*r*), where the context so admits), of the one part, and [*lessee*], of, &c. (hereinafter called "the lessee," which expression shall include his executors, administrators, and assigns, where the context so admits), of the other part: WHEREAS by an indenture of lease, dated, &c., and made between [*parties*], the messuage and hereditaments hereinafter described and intended to be hereby demised, were demised unto the lessor from the — day of —, 19—, for the term of ninety-nine years thereafter next ensuing, at the yearly rent of £—, and subject to the lessee's covenants and conditions therein contained: AND WHEREAS the lessor has agreed to grant unto the lessee an underlease of the said premises for the term and in manner hereinafter mentioned: NOW THIS DEED WITNESSETH that, in consideration of £—, on or before the execution of these presents paid to the lessor by the lessee (the receipt whereof is hereby acknowledged), and of the rents and lessee's covenants hereinafter reserved and contained, he the lessor hereby demises unto the lessee ALL THAT messuage, &c. [*describe parcels*]: AND all other (if any) the premises comprised in and demised by the hereinbefore recited indenture of lease, TO HOLD

Recitals :

of original lease;

of agreement for underlease.

Testatum.

Demise.

Parcels.

Habendum.

Stamp. (*q*) Stamp, *ad valorem* on rent as a lease, and also as a conveyance in respect of the premium: see *ante*, p. 538.

(*r*) Or, "his successors in title and the persons deriving title under him or them."

the said premises hereby demised unto the lessee from the — day of —, 19—, for all the residue then unexpired of the said term of ninety-nine years granted by the said indenture of lease, except the last seven days thereof: paying therefor during the said term hereby granted the yearly rent of £—, by equal quarterly payments, on the four usual quarter days, commencing with the 29th day of September, 19—, without any deduction, landlord's property tax only excepted: AND the lessee hereby covenants with the lessor that the lessee will pay the yearly rent of £— hereby reserved, at the times and in manner aforesaid; AND will, during the said term, at all times observe and perform all the covenants, agreements, and conditions contained in the hereinbefore recited indenture of lease, and on the part of the lessee to be observed and performed, except the covenant for payment of the rent thereby reserved; AND will keep the lessor indemnified against the observance and performance of the same covenants, agreements, and conditions, and from all actions, claims, and demands in respect thereof; AND ALSO will, at the expiration or sooner determination of the term hereby granted, peaceably yield up unto the lessor the said premises hereby demised in such good and tenantable repair and condition as the same ought to be at the determination of the term therein granted by the hereinbefore recited indenture of lease, pursuant to the covenant in that behalf contained in the same indenture, to the intent that the lessor shall not, under such covenant as last aforesaid, be liable to pay any moneys to his superior landlord or landlords by reason of any want of reparation, painting, or other works required to be done by the lessee in and by the hereinbefore recited indenture of lease: AND FURTHER, that it shall be lawful for the lessor, as well as for the superior landlord or landlords for the time being of the said premises, and their respective agents, or surveyors, with or without workmen, twice or oftener yearly, during the said term hereby granted, in the daytime (first giving two previous days' notice in writing), to enter upon the said premises, and every part thereof, to take account of fixtures, and view the condition thereof, and of all defects, decays, and wants of reparation, or of painting and other works as aforesaid, that shall be found, to give or leave notice in writing, at or upon the said premises, or any part thereof, for the lessee to repair and supply the same defects, decays, and wants within the space of

XXVIII.
UNDERLEASE
WITH
PROVISION
FOR
INDEMNITY
OF LESSOR.

Reddendum.

Covenant by
lessee to pay
rent;

to observe
covenants, &c.
of original
lease:

but to in-
demnify
under-lessee
therefrom;

to deliver up
premises at
end of term;

to permit
lessor, &c. to
enter to view
and take
account of
fixtures, &c.,
and leave
notices;

to repair on
notice.

XXVIII. UNDERLEASE WITH PROVISION FOR INDEMNITY OF LESSOR.	three calendar months from the time of giving or leaving such last mentioned notice, and that the lessee will repair and supply the same according to the terms of such notice; AND the lessor hereby covenants with the lessee that the lessor will duly pay the rent reserved by the hereinbefore recited indenture of lease, and keep the lessee indemnified against the same, and from all actions, proceedings, costs, damages, and expenses, claims, and demands in respect thereof: AND ALSO that he the lessee, paying the rent hereby reserved, and performing and observing the covenants on his part herein contained, shall quietly hold and enjoy the premises hereby demised, and every part thereof, during the term hereby granted, without any interruption or disturbance by the lessor or any person or persons lawfully or equitably claiming through or under him: PROVIDED ALWAYS, that in case the said rent hereby reserved shall be in arrear, &c. [proviso for re-entry, ut ante, p. 567]: AND LASTLY, the lessor hereby acknowledges the right of the lessee to the production and delivery of copies of the hereinbefore recited indenture of lease, and he hereby undertakes for the safe custody thereof.
Lessor's covenants; to pay superior rent; for quiet enjoyment.	
Proviso for re-entry.	
Acknowledg- ment, &c.	
Statement under Revenue Act, 1911, s. 15.	[If appropriate add: AND it is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration other than rent exceeds the sum of 500<i>l</i>.]

IN WITNESS, &c.

XXIX. LEASE of a RIGHT of SHOOTING, &c. (s).

Parties. THIS LEASE (*t*), made the — day of —, 19—, BETWEEN [*lessor*], of, &c. (hereinafter called “the lessor,” which expres-

Deed
necessary. (*s*) As to whether a right of shooting, being an incorporeal hereditament, can only be effectually demised by deed, see *Bird v. Higginson* (1837), 6 A. & E. 824; 6 L. J. Ex. 282; *R. v. Thurlstone* (1859), 1 E. & E. 502; 28 L. J. M. C. 106; *Lowe v. Adams*, [1901] 2 Ch. 598; 70 L. J. Ch. 783; *Radcliffe v. Hayes*, [1907] 1 Ir. R. 101; but see *Adams v. Clutterbuck* (1884), 10 Q. B. D. 403; 52 L. J. Q. B. 607. The provisions of the L. P. A. 1925, relating to freehold land apply to incorporeal hereditaments, “subject only to the qualifications necessarily

Stamp. (*t*) Stamp, *ad valorem* on amount of rent reserved: see *ante*, p. 538.

sion shall include his successors in title and the persons deriving title under him or them, where the context so admits), of the one part, and [*lessee*], of, &c. (hereinafter called "the lessee," which expression shall include his executors, administrators, and assigns, where the context so admits), of the other part: WITNESSETH that, in consideration of the rent and lessee's covenants hereinafter reserved and contained, the lessor hereby demises unto the lessee ALL THAT the sole and exclusive right (subject as hereinafter mentioned) of shooting, fowling, coursing, fishing, and sporting in, over, and upon the farms, closes, woods, coppices, and plantations, situate in the several parishes of — and —, in the county of —, and particularly described in the schedule hereto, and containing altogether — acres or thereabouts; AND ALSO all that keeper's cottage or lodge, and the kennels, offices, and outbuildings thereto belonging, situate at — aforesaid, and now or late in the occupation of [*occupant*]: To HOLD the premises unto the lessee from the — day of —, 19—, for the term of — years, if the lessee shall so long live: paying therefor the yearly rent of £—, and so in proportion for a less period than a year, to be paid by two equal half-yearly payments on the — day of — and the — day of — in every year, the first payment to be made on the — day of —, 19—; AND the lessee hereby covenants with the lessor in manner following, that is to say: that the lessee will pay the said rent hereby reserved at the times and in manner hereinbefore mentioned; AND will also pay all rates for the time being payable in respect of all the premises hereby demised, and if the lessor shall at any time be required to pay any rate or rates in respect of any of the rights of sporting hereby demised (*u*), will repay to the lessor all sums which shall

XXIX. LEASE
OF A RIGHT
OF SHOOTING.

Testatum.

Demise of
right of
sporting;

and keeper's
cottage.

Habendum.

Reddendum.

Lessee's
covenants:
to pay rent
and rates;

arising by reason of the inherent nature of the hereditament affected": sect. 201 (1). The sporting rights conferred by this demise are subject to the rights of the tenants in occupation of the land under the Ground Game Act, 1880, and the Ground Game Act, 1903: see *Sherrard v. Gascoigne*, [1900] 2 Q. B. 279; 69 L. J. Q. B. 720; and an owner occupying his own land is an "occupier of land" within sect. 1 of the Ground Game Act, 1880: see *Anderson v. Vicary*, [1900] 2 Q. B. 287; 69 L. J. Q. B. 713 (C. A.).

(*u*) As to rating of sporting rights, see the Rating Act, 1874 (37 & 38 Vict. c. 54), s. 6, sub-s. (2); and see *Alton Urban Council v. Spicer*, [1904] 1 K. B. 678; 73 L. J. K. B. 280. Rating of sporting rights.

XXIX. LEASE
OF A RIGHT
OF SHOOTING.

to keep up the
shooting, &c.;
preservation
and protec-
tion;

to indemnify
lessor against
claims for
damages to

fences and
crops (x);

not to assign
or underlet;

to deliver up
at end of
term;

Lessor's
covenants:
for quiet
enjoyment;

Covenant to
leave land at
end of term
stocked with
Game.

be paid by him in respect of any such rate or rates as last afore-
said, the same to be recoverable by the lessor as rent in arrear;
AND ALSO that the lessee will exercise the said rights and privi-
leges in a proper and sportsmanlike manner; AND will, during
the said term, at his own cost, keep at least — gamekeepers and
— assistants; AND will use his best endeavour to preserve a
proper and sufficient head of game, and to protect the same, and
the young and eggs thereof; AND will pay all expenses of and
incident to such preservation and protection; AND ALSO will,
during the said term, pay and satisfy all reasonable claims of the
tenants or occupiers of the said lands mentioned in the schedule
hereunder written, for compensation for damage or injury to the
banks, hedges, or fences of the said lands, or for damage to the
crops grown thereon, by reason of or incident to the exercise of
the rights hereby demised by the lessee, or his friends or servants,
or by game preserved by the lessee on the said lands (all such
claims to be settled by arbitration in the usual manner); AND
will keep the lessor well and sufficiently indemnified in respect of
all such claims; AND that the lessee will not assign, underlet, or
otherwise part with the possession of the premises hereby demised,
or any of them, or any part thereof respectively, without the
previous consent in writing of the lessor; AND ALSO that the
lessee will, at the end or sooner determination of the said term,
leave on the said lands a proper and sufficient head of game, and
particularly not less than — hen pheasants (y) and will deliver
up to the lessor the said cottage, with the outbuildings and appur-
tenances thereof, in good and tenantable repair and condition:
AND the lessor hereby covenants with the lessee that the lessee,
paying the said rent hereby reserved, and observing and performing
the covenants on his part herein contained, may peaceably enjoy
the rights and liberties and all other the premises hereby demised,
without any interruption or disturbance from or by the lessor,
or any person or persons claiming under, through, or in trust for

(x) The landlord is entitled under the Agricultural Holdings Act, 1923,
s. 11 (4), to be indemnified by the shooting tenant against claims for
compensation by the occupying tenants.

(y) This covenant runs with the land, so that the assignees of the
reversion can sue upon the covenant: see *Hooper v. Clarke* (1867), L. R.
2 Q. B. 200; 36 L. J. Q. B. 79; see also *Martyn v. Williams* (1857), 1
H. & N. 817; 26 L. J. Ex. 117.

him; AND ALSO that the lessor will at all times during the said term, upon the request in writing of the lessee, bring and take all such actions and legal proceedings against trespassers and poachers as shall be reasonably required by the lessee upon being indemnified by the lessee against costs and expenses, and sign and cause to be served notices to trespassers to keep off the lands mentioned in the schedule hereunder written; AND ALSO that if this demise shall be determined by reason of the death of the lessee at any time between the 2nd day of February and the 1st day of September in any year of the said term, then he the lessor will repay or allow to the executors or administrators of the lessee all expenses incurred by the lessee as from the end of the preceding season up to the death of the lessee of and incident to the preservation and protection and rearing of game on the lands aforesaid, the amount to be so repaid or allowed to be settled (in case of dispute) by arbitration in the usual manner: PROVIDED ALWAYS, that if any half-yearly payment of the said rent hereby reserved, or any part thereof, shall be unpaid by the space of — days after the same shall have become due, whether the same shall have been formally or legally demanded or not, or if there shall be any breach by the lessee of any of the covenants on his part herein contained, then and in any such case the demise hereby made and the said term of — years shall forthwith absolutely cease and determine.

XXIX. LEASE
OF A RIGHT
OF SHOOTING.

to prevent
trespass;

to allow pro-
portion of
expenses in
case of lessee's
death during
term.

Proviso for
cesser of term.

IN WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

XXX. CONFIRMATION of a LEASE assigned without
LICENCE to the ASSIGNEE thereof (z).

THIS DEED (a), made, &c., BETWEEN [lessor], of, &c., of the one part, and [assignee], of, &c., of the other part. WHEREAS, by an indenture, dated the — day of —, and made between, &c.: ALL, &c., with the appurtenances, were demised by

Recital of
lease.

(z) As to the power of a tenant for life to confirm a void or voidable lease, see sect. 43 of the S. L. A. 1925.

(a) Stamp, 10s.

Stamp.

XXX. CON-
FIRMATION OF
A LEASE
ASSIGNED
WITHOUT
LICENCE.

Testatum.

Covenant by
assignee to
pay rent;

and observe
covenants of
lease

the said [*lessor*], unto the said [*lessee*], from the — day of —, for the term of — years, thence next ensuing, at the rent, and subject to the covenants and conditions therein respectively reserved and contained, including a covenant by the lessee not to assign the said premises without the consent first obtained of the lessor: AND WHEREAS, by an Indenture, dated, &c., and made, &c., the said [*lessee*] has assigned the same premises unto the said [*assignee*], for the residue of the said term of —, but the consent of the said [*lessor*] to such assignment was not obtained: AND WHEREAS the said [*lessor*] has agreed to confirm the said lease unto the said [*assignee*]. NOW THIS DEED WITNESSETH that, in consideration of the premises, the said [*lessor*] hereby confirms unto the said [*assignee*], the said indenture of lease, and the premises intended to be thereby demised as aforesaid, with the appurtenances, and all the said term, estate, and interest therein by the said lease granted as aforesaid; subject nevertheless, to the reservations, covenants, conditions, and agreements, in the said indenture of lease contained, and on the part of the lessee, his executors, administrators, and assigns, to be observed, performed, fulfilled, and kept; AND the said [*assignee*] hereby covenants with the said [*lessor*], that he, the said [*assignee*], will from time to time, and at all times hereafter, during the residue of the said term of — years, or which shall first happen, until he shall have assigned the said premises, with such consent as aforesaid, pay the said yearly rent by the said indenture of lease reserved, on the days, and in manner thereby appointed for payment thereof; AND will observe and perform all and singular the covenants and agreements in the said indenture contained, and which on the part of the lessee are to be observed and performed (*b*).

IN WITNESS, &c.

(*b*) A defeasance to revive the condition of re-entry is no longer necessary: see stat. 22 & 23 Vict. c. 35, s. 1, re-enacted (with certain verbal differences) by sect. 143 of the L. P. A. 1925.

XXXI. SURRENDER of a LEASE, with a view to the
 GRANTING of a new LEASE by a TENANT for LIFE
 under a WILL: by INDORSEMENT (c).

XXXI. SUR-
 RENDER.

THIS SURRENDER (d), made the — day of —, 19—,
 BETWEEN the within named [*lessee*], of the one part, and [*tenant for life*], of, &c., of the other part: WHEREAS the within named [*lessor*], made and executed his will, dated, &c., and thereby gave and devised all his real estate whatsoever and wheresoever unto the said [*tenant for life*], for his life with divers remainders over: AND WHEREAS the said [*lessor*] died on the — day of —, and his will was duly proved in the [Principal] Probate Registry, on the — day of —, by [*executors*], the executors therein named: AND WHEREAS by virtue of the said will and of a vesting deed, &c. [*see p. 589*]: AND WHEREAS it has been agreed between the parties hereto that the said [*lessee*] shall surrender the premises demised to him by the within written indenture and that the said [*tenant for life*] shall, in exercise of his statutory powers as tenant for life of the settled lands devised by the said will, thereupon grant to him a new lease of the same premises for the further term of — years: NOW THIS DEED WITNESSETH that, in part performance of the said agreement, and in consideration of the premises, the said [*lessee*] hereby assigns and surrenders unto the said [*tenant for life*] ALL the hereditaments and premises comprised in the within written indenture: TO THE INTENT that the term of — years created by the within written indenture may merge and be extinguished in the freehold reversion and inheritance of the premises.

Parties.
 Recitals.
 Will of lessor.

Death of
 lessor.

Agreement
 for surrender
 and new lease.

Witnesseth.
 Surrender.

Parcels.

To merge in
 reversion.

IN WITNESS, &c.

(c) Where a surrender is intended to be made with a view to granting a new lease, a formal surrender is frequently dispensed with; and the new lease is expressed to be granted "in consideration of the surrender of a hitherto subsisting lease of the premises dated," &c. Sometimes, however, it is desired that there should be a formal surrender by a separate deed. As to the powers of limited owners to accept surrenders of leases, see the S. L. A. 1925, s. 52 and s. 90. "Acceptance of a surrender" is not mentioned in sect. 101, and, therefore, it would seem, notice to trustees under that section is not required, so far as relates to the surrender. But notice of the intention to make the new lease must be given to the trustees: sect. 101; unless the term does not exceed twenty-one years and is otherwise in accordance with sect. 42 (5) of the S. L. A. 1925.

(d) Stamp, 10s.: see schedule to the Stamp Act, 1891, *tit.* "Surrender."

MISCELLANEOUS PRECEDENTS.

 ASSENTS.

After 1925 assents of personal representatives come under Administration of Estates Act, 1925, s. 36.

In this section the expression "real estate" includes chattels real, which devolve, under Part I. of the Act, upon the personal representatives of a deceased person.

As to the relation back of the assent provided for in sub-sect. (2), the following two passages (from the judgments of Viscount Finlay and Lord Atkinson respectively) from *Barnardo's Homes v. Special Income Tax Commrs.*, (1921) A. C. 1, should be noted:—"The doctrine of relation . . . which applies to specific legacies is not applicable to the bequest of a residue, as the residue only comes into existence when the administration is completed." "The case of *Lord Sudely v. Att.-Gen.*, (1897) A. C. 11, . . . conclusively established that until the claims against the testator's estate for debts, legacies, testamentary expenses, &c., have been satisfied, the residue does not come into actual existence. It is a non-existent thing until that event has occurred."

A written assent under hand suffices to imply the statutory covenant against incumbrances implied by conveying as "personal representative." (*v.* sub-sect. (3), *supra.*)

Under sub-sect. (4), no assent will be implied upon the passing of a legal estate in land, to the vesting of which, therefore, the written assent of the personal representative is essential. It is wisest that such assent should be in writing wherever any interest

in land passes, but, strictly, writing is required only to the passing of a legal estate.

The provision in sub-sect. (5) as to the endorsement upon the probate or letters of administration of notice (which should be quite short) of assent is by way of safeguard in later dealings with the property.

A purchaser taking a conveyance from a personal representative as such for purposes of administration is protected by sub-sects. (6), (7), and (8).

Under Administration of Estates Act, 1925, s. 43, the personal representative may allow any person who is ostensibly entitled to take possession of the land without thereby in any way prejudicing his (the personal representative's) own right.

As to both freehold lands and leaseholds, all proving executors must join in the assent.

Vesting by executors of the legal estate in the devisee or legatee may be by (1) assent, (a) in writing under hand, (b) by deed under hand and seal; or (2) conveyance or assignment.

The personal representatives of any deceased person in whom settled land is vested on or after January 1st, 1926, are bound (by conveyance or vesting assent) to convey it to and vest it in the tenant for life of full age or statutory owner, as the case may be.

The form of assent for use in the case of registered land is statutory. (*v.* Land Registration Act, 1925, s. 41, sub-sect. (4), s. 3 (xix); Land Registration Rules, 1925, r. 74.) Dispositions other than for valuable consideration are registrable without payment of a fee where the personal representatives are registered proprietors.

I. TO SPECIFIC
DEVISE OF
FREEHOLDS.

I. ASSENT *by* EXECUTORS *to* SPECIFIC DEVISE *of* FREE-
HOLDS *entitled in* FEE SIMPLE *free from* INCUMBRANCES.

WE, X., of —, in the county of —, and Y., of —, in the county of —, who are the persons named as executors in the will dated the — day of —, of Z., late of —, in the county of —, deceased, who died on the — day of —, and whose said will was duly proved by us in the Principal Probate Registry, do hereby, as personal representatives of the said Z., deceased, assent to the devise by the said will made to E. of the freehold hereditaments in the said will described as [*parcels as in will*] (a) and to the vesting for an estate in fee simple of the said hereditaments in the said E.

AS WITNESS, &c. (b).

II. ASSENT *by* EXECUTORS *to* VESTING *of* FREEHOLDS *in*
themselves [or others] as TRUSTEES *for* SALE.

WE [*continue as in Precedent I. to word "Registry"*].

Assent.

1. Do hereby, as personal representatives of the said —, deceased, assent to the vesting in ourselves [*or, in F., of —, in the county of —, and G., of —, in the county of —*] of the hereditaments in the said will described as [*parcels as in will*] [*or, the hereditaments described in the schedule hereto*] for an estate in fee simple, UPON TRUST to sell the same or any part thereof, with power to postpone sale and to stand possessed of the net proceeds of such sale and other moneys applicable as capital money and of the net rents and profits of the same until sale upon the trusts concerning the same by the said will declared.

Persons to
appoint new
trustees.

2. Do hereby nominate H., of —, in the county of —, and K., of —, in the county of —, during their joint lives and the

(a) The land should be described in the terms of the will: more than this a specific devisee cannot demand. (*Re Pix*, [1901] W. N. 165.) But the subject-matter of a general devise may be further described, *e.g.*, by reference to a schedule.

(b) To this assent, being under hand only, no stamp is required.

survivor of them during his [*or, her*] life, to be the persons or person to appoint new trustees hereof (*c*).

AS WITNESS, &c.

II. TO VESTING
OF FREEHOLDS
IN TRUSTEES
FOR SALE.

III. ASSENT *by* EXECUTORS *to* SPECIFIC BEQUEST *of* LEASEHOLDS.

WE [*as in Precedent I. to word "Registry"*] do hereby, as personal representatives of the said Z., deceased, assent to the bequest by the said will made to E. of the leasehold hereditaments in the said will described as [*parcels as in will*] and to the vesting in the said E. of the said hereditaments for all the estate or interest of the said Z. at the time of his death [*in the residue of the term of years created by the lease whereunder the premises are held, and subject to the payment, observance, and performance by the said E. of the rent by the said lease reserved and of the lessee's covenants and of the conditions therein contained*] (*d*).

AS WITNESS, &c.

(*c*) This is in conformity with T. A. 1925, s. 36 (1) (a). In default of testamentary nomination of anyone to appoint new trustees, substitute the following:—

"2. Do hereby declare that the statutory power of appointing new trustees applies to this assent."

Though strictly needless, this is a safeguard against forgetfulness.

(*d*) The bracketed words are needed. A. E. A. 1925, s. 36 (10) provided that "a personal representative may, as a condition of giving an assent or making a conveyance, require security for the discharge of any such duties, debt or liability, but shall not be entitled to postpone the giving of an assent merely by reason of the subsistence of any such duties, debt or liability if reasonable arrangements have been made for discharging the same: and an assent may be given subject to any legal estate or charge by way of legal mortgage."

Where liabilities are heavy, an assignment by deed might be more suitable.

IV. STATUTORY
FORM OF
ASSENT TO
PERSON
ABSOLUTELY
ENTITLED.

IV. STATUTORY FORM of ASSENT by PERSONAL REPRESENTATIVES *in favour of a PERSON absolutely entitled FREE from INCUMBRANCES (e).*

I, A. B., of, &c., as the personal representative of X. Y., late of, &c., deceased, do this — day of —, 19—, hereby, as personal representative, assent to the vesting in C. D., of, &c., of [*all that farm, &c.*], or [*all the property described in the schedule hereto*], for all the estate or interest of the said X. Y. at the time of his death [*or, for an estate in fee simple*].

AS WITNESS, &c.

V. STATUTORY FORM of ASSENT by PERSONAL REPRESENTATIVES *in favour of TRUSTEES for SALE (f).*

WE, A. B., of, &c., and C. D., of, &c., as the personal representatives of X. Y., late of, &c., deceased, do this — day of —, 19—, hereby

1. As personal representatives, assent to the vesting in [*ourselves, or*] T. A., of, &c., and T. B., of, &c., of ALL THOSE, &c., To HOLD unto [*ourselves, or*] the said T. A. and T. B. in fee simple upon trust to sell the same or any part thereof, with full power to postpone the sale and to stand possessed of the net proceeds of sale and other money applicable as capital and the net rents and profits until sale upon the trusts respectively declared concerning the same [*or, the proceeds of sale and the rents and profits of certain property at —*] by the will dated, &c., of, &c. [*or, by the settlement dated, &c., or otherwise as the case may require*].

2. And declare that F., of, &c., and M., of, &c., during their joint lives, and the survivor of them during his or her life, have

(e) This is form No. 8 in L. P. A. 1925, Schedule V. To it is added the following note:—

“The expression ‘conveyance’ includes an assent, but an assent will relate back to the death unless a contrary intention appears. An assent may be properly given though duties remain to be paid if the personal representative is satisfied in regard to the arrangements made for payment.”

(f) This is form No. 9 in L. P. A. 1925, Schedule V.

or has power to appoint new trustees of this assent [*or*, that the statutory power to appoint new trustees applies to this assent, or otherwise as the case requires, to correspond with the power applicable to the will or settlement].

V. STATUTORY
FORM OF
ASSENT TO
TRUSTEES FOR
SALE.

AS WITNESS, &c.

VI. STATUTORY FORM *of* VESTING ASSENT *by* PERSONAL REPRESENTATIVES (*g*).

1. E. F., of, &c., and G. H., of, &c., as the personal representatives of X. Y., late of, &c., deceased, do this — day of —, 19—, hereby, as personal representatives, assent to the vesting in C. D., of, &c., of [*all that farm, &c.*], or [*all the property described in the schedule hereto*], for all the estate or interest of the said X. Y. at the time of his death [*or*, for an estate in fee simple].

2. The premises are vested in the said C. D. upon the trusts declared concerning the same by, &c.

3. The said E. F. and G. H. are the trustees of the settlement for the purposes of the Settled Land Act, 1925.

4. The following additional or larger powers are conferred by the said will in relation to the settled land, and by virtue of the Settled Land Act, 1925, operate and are exercisable as if conferred by that Act on a tenant for life. [*Here insert additional powers.*]

5. The power of appointing a new trustee or new trustees of the settlement created by the said will is vested in — during his life.

AS WITNESS, &c. (*h*).

(*g*) This is form No. 5 in S. L. A. 1925, Schedule I.

(*h*) To this form is here added the following note:—

“The expression ‘conveyance’ includes an assent, but an assent will relate back to the death unless a contrary intention appears.

“An assent will not be properly postponed merely because death duty remains to be paid. The representatives have only to be satisfied (*e.g.*, where the tenant for life has directed payment out of capital money or has executed a mortgage for raising the money as and when an instalment becomes due) that the duty will be paid.”

The estate vested in the personal representative is a trust estate: it is not part of the assets of the deceased tenant for life.

VII. BY PERSON
ABSOLUTELY
ENTITLED
FREE FROM
INCUM-
BRANCES.

Recital:
of title to
term.

VII. DEED of ENLARGEMENT of a LONG TERM by a PERSON
absolutely entitled FREE from INCUMBRANCES.

TO ALL TO WHOM THIS DEED OF ENLARGEMENT SHALL COME, X., of —, in the county of —, sends greeting. WHEREAS the said X., in right of the term hereinafter mentioned, is beneficially entitled to possession of the hereditaments described in the schedule hereto for the residue of [at least 200 years unexpired] of a term of [at least 300] years from the — day of —, which term was created by an indenture of lease dated the — day of —, and made between —, of —, in the county of —, of the one part, and —, of —, in the county of —, of the other part, without any trust or right of redemption so subsisting as to affect the said term in favour of the freeholder or of any other person or persons entitled in reversion expectant thereon, or any rent at present incident to the reversion and which is not liable to be determined by re-entry.

NOW THIS DEED WITNESSETH, and it is hereby declared as follows:—

1. In exercise of the power in that behalf given by the Law of Property Act, 1925, and of every and any other power him thereunto enabling, the said X., by the execution of this deed, doth enlarge the said term or the residue thereof in the hereditaments described in the schedule hereto, together with any other hereditaments to which the said X. is beneficially entitled as aforesaid into a fee simple.

2. The said term or the residue thereof in the said hereditaments is hereby enlarged into a fee simple.

3. The said X. shall acquire an estate in fee simple in the said hereditaments (including mines and minerals), and the same shall accordingly be so vested in him (*h*).

(*h*) Enlargement is dealt with in L. P. A. 1925, s. 153 (7), and the inclusion of mines and minerals in sect. 153 (10).

VIII. DEED of ENLARGEMENT of LONG TERM by TENANT
for LIFE, the term being settled to go along with FREE-
HOLDS under a settlement existing before 1926.

VIII. BY
TENANT FOR
LIFE OF TERM
SETTLED BY
REFERENCE TO
LIMITATION
OF FREEHOLDS.

Recital:
of testator's
seisin of
freeholds in
fee simple ;

and of his
possession
of long term
leaseholds :

of devise of
freeholds in
settlement ;

and bequest
of leaseholds
to trustees on
corresponding
trusts ;

TO ALL TO WHOM THIS DEED OF ENLARGEMENT SHALL COME, X. Y., of —, in the county of —, sends greeting. WHEREAS Z., late of —, in the county of —, deceased, was at the date of his death seised for an estate in fee simple in possession free from incumbrances of certain hereditaments situate at —, in the county of —, and also was possessed of certain leasehold hereditaments situate at —, in the county of —, all of which said freehold and leasehold hereditaments are specified and more particularly described in the first part of the schedule hereto, and which said leasehold hereditaments were held by him at a yearly rent of — [or, at a peppercorn rent] for all the residue of a term of — years created by an indenture of lease dated the — day of —, and made between —, of —, in the county of —, of the one part, and —, of —, in the county of —, of the other part, and are more particularly described in the second part of the schedule hereto. AND WHEREAS the said Z., by his will dated the — day of —, devised all his freehold hereditaments situate at —, in the county of — aforesaid, unto his wife, the said X. Y., during her life, without impeachment of waste, with divers remainders over in settlement; AND ALSO bequeathed all his leasehold hereditaments situate at —, in the county of —, unto C. and D. (hereinafter called "the trustees"), for all the estate term and interests respectively therein of him the testator upon trust, To HOLD the same upon trusts and subject to powers and provisions corresponding to the uses, trusts, powers, and provisions in the said will declared concerning the said freehold hereditaments, PROVIDED ALWAYS that such corresponding trusts, powers and provisions should not operate to increase or multiply charges or powers of charging, and so that for purposes of transmission the said leasehold premises should vest absolutely in any person thereby made tenant in tail male by purchase of the said hereditaments only upon such person's attaining the age of twenty-one years, and so that in case of his death under that age the said leasehold premises should devolve in the same manner as if they had been freehold of inheritance and had passed under the devise in the said will before contained.

VIII. BY
TENANT FOR
LIFE OF TERM
SETTLED BY
REFERENCE TO
LIMITATION
OF FREEHOLDS.

death and
probate;
ultimate
beneficial
interest not
absolutely
vested.

Right of
tenant for
life to terms.

Declarations
as to enlarge-
ment into a
fee simple.

AND WHEREAS the testator died on the — day of —, without having revoked or altered his said will, and his said will was duly proved in the Principal Probate Registry by the trustees, the executors therein named.

AND WHEREAS the ultimate beneficial interest in the said term has not become absolutely vested in any person.

AND WHEREAS under and by virtue of a principal vesting deed dated the — day of —, and made between the trustees, of the one part, and the said X. Y., of the other part, the said freehold hereditaments became vested in the said X. Y. for an estate in fee simple, and the said leasehold hereditaments became vested in the said X. Y. for all the residue of the term of years for which the same were held upon and subject to the trusts, powers, and provisions upon and subject to which under the said will the same ought from time to time to be held.

AND WHEREAS in right of the said term the said X. Y. is beneficially entitled to possession of the hereditaments comprised in the said lease, and no trust or right of redemption so subsists as to affect the said term in favour of any person or persons entitled in reversion expectant thereon and the said term is not liable to determination by re-entry. NOW THIS DEED WITNESSETH, and it is hereby declared as follows, namely:—

1. In consideration of the premises, and in exercise of the power in that behalf contained in the Law of Property Act, 1925, and of every and any other person her therunto enabling, the said X. Y. doth hereby enlarge into a fee simple all the residue of the said term for which the hereditaments specified in the second part of the schedule hereto are now vested in her the said X. Y.

2. The said term or all the residue thereof in the hereditaments specified in the second part of the schedule hereto is hereby enlarged into a fee simple.

3. The said X. Y. shall acquire an estate in fee simple in the said hereditaments (including mines and minerals), and the same shall be vested in her accordingly upon the trusts declared by a subsidiary vesting deed of even date herewith, made between the said X. Y., of the one part, and the trustees, of the other part, and executed immediately after these presents.

IN WITNESS, &c.

SCHEDULE.

PART I.

FREEHOLDS AND LEASEHOLDS.

PART II.

LEASEHOLDS AS DESCRIBED IN LEASE.

VIII. BY
TENANT FOR
LIFE OF TERM
SETTLED BY
REFERENCE TO
LIMITATION
OF FREEHOLDS.

IX. SUBSIDIARY VESTING DEED *supplemental to PRINCIPAL VESTING DEED and to DEED of ENLARGEMENT of LONG TERM settled by settlement existing before 1926.*

A SUBSIDIARY VESTING DEED dated the — day of —, and made BETWEEN X. Y., of —, in the county of — [*widow of Z. and tenant for life*], of the one part, and C., of —, in the county of —, and D., of —, in the county of — (hereinafter called "the trustees"), of the other part; AND SUPPLEMENTAL to (1) a settlement created by the will dated the — day of —, of Z., who died on the — day of —, whereunder the hereditaments hereinafter described, which at his death were held by him for the residue of a term of — years from the — day of —, created by a lease dated the — day of —, and made between —, of —, in the county of —, of the one part, and —, of —, in the county of —, of the other part, at a peppercorn rent, were settled in trust by reference to certain freehold land by the said will devised so as to go along with the said freehold land as far as by law permitted; (2) to a principal vesting deed dated the — day of —, and made between the trustees, of the one part, and the said X. Y., of the other part, whereby the freehold and leasehold hereditaments settled by the said will were vested in the said X. Y. upon the trusts therein declared; and (3) to a deed of enlargement of even date herewith under the hand and seal of the said X. Y., but executed immediately before these presents, whereby the said term of — years was as therein mentioned enlarged into a fee simple. Now in accordance with the provisions of the Law of Property Act, 1925, and in consideration of the premises, THIS DEED WITNESSETH, and it is hereby declared as follows, namely:—

1. The hereditaments described in the schedule hereto are

IX. SUB-
SIDIARY
VESTING DEED
AFTER
ENLARGEMENT
OF LONG
TERM.

vested in the said X. Y. in fee simple upon the trusts concerning the freehold hereditaments in the said will declared, or upon such other trusts as the same ought from time to time to be held.

2. The trustees are the trustees for the purposes of the Settled Land Act, 1925, of the settlement created by the said will.

3. The power of appointing new trustees is vested in the said X. Y. during her life.

IN WITNESS, &c.

THE SCHEDULE.

DESCRIPTION OF HEREDITAMENTS.

X. SUBSIDIARY VESTING DEED of FREEHOLDS and
DECLARATION of TRUST of LEASEHOLDS vested in
TRUSTEES by way of SECURITY which have become DIS-
CHARGED from the RIGHT of REDEMPTION under a FORE-
CLOSURE ORDER or the STATUTES of LIMITATION where
the MONEY was ADVANCED out of CAPITAL MONEYS under
a STRICT SETTLEMENT of REALTY (*l*).

Parties. THIS SUBSIDIARY VESTING DEED (*m*), made the — day of —, 19—, BETWEEN [*trustee*], of, &c., and [*trustee*], of, &c. (hereinafter called “the trustees”), of the one part; [*tenant for life*], of, &c., of the other part.

Recitals : WHEREAS by a principal vesting deed, dated, &c., certain of settlement; hereditaments were vested in [*tenant for life*] upon the trusts of a trust instrument of even date therewith, and by [*endorsements on*] the same vesting deed the trustees were stated to be the

(*l*) Stamp, 10s.

(*m*) Sect. 31 of the L. P. A. 1925, enacts that where any property vested in trustees by way of security becomes by virtue of the Statutes of Limitation, or of an order for foreclosure or otherwise, discharged from the right of redemption, it shall be held by them on trust for sale with power to postpone such sale as they may think proper; the net proceeds of sale are to be applied in like manner as the mortgage debt would have been applicable. Where the mortgage money is capital money for the purposes of the S. L. A., the trustees shall, if the tenant for life so requires, instead of selling, execute such subsidiary vesting deed as would be required if the land had been acquired by purchase with capital money.

trustees of the settlement for the purposes of the Settled Land Act, 1925.

X. SUBSIDIARY
VESTING
DEED OF
FREEHOLDS,
&c.

AND WHEREAS by an indenture of mortgage, dated the — day of —, and made between [*parties*], in consideration of the sum of £—— paid by the trustees to the said [*mortgagor*], the freehold hereditaments hereby assured were granted by the said [*mortgagor*] unto and to the use of the trustees, their heirs and assigns, and the leasehold hereditaments comprised in the indenture of lease hereinafter mentioned were assigned [*demised*] by the said [*mortgagor*] unto the trustees for the residue of the term of years granted by the said indenture of lease [except the last day thereof], subject, as to the said freehold and leasehold hereditaments, to a proviso for redemption thereof, on payment to the trustees, their executors, administrators, or assigns, of the sum of £——, with interest thereon, at the rate therein mentioned.

of mort-
gage (n).

AND WHEREAS the said sum of £—— so paid by the trustees to the said [*mortgagor*] as aforesaid, was paid by them out of capital moneys in their hands subject to the trusts of the said trust instrument.

Money
advanced out
of capital
money under
settlement.

AND WHEREAS by an order of the Chancery Division of the High Court of Justice, made by Mr. Justice — on the — day of —, in an action intituled, &c., in which the trustees were plaintiffs and the said [*mortgagor*] was defendant, it was ordered that the said [*mortgagor*] should thenceforth be absolutely foreclosed from all equity of redemption in the said mortgaged hereditaments (o).

Order for
foreclosure.

AND WHEREAS the said [*tenant for life*] has required the trustees instead of selling the said freehold and leasehold hereditaments to execute a subsidiary vesting deed with regard thereto pursuant to the provisions of sect. 31 of the Law of Property Act, 1925.

Request of
tenant for
life for the
execution of
conveyance,
and declara-
tion of trust.

NOW THIS DEED WITNESSETH as follows:—

1. For the purposes of giving effect to the provisions of sect. 31 of the Law of Property Act, 1925, and at the request of the said [*tenant for life*], the trustees hereby convey to the [*tenant for life*]

(n) The trustees could not invest in a mortgage of leaseholds without express authority to do so.

(o) If the mortgage was by demise, the nominal reversion would be vested in the trustees by the foreclosure order under sect. 89 (2) of L. P. A. 1925.

X. SUBSIDIARY
VESTING
DEED OF
FREEHOLDS,
&c.

the hereditaments mentioned in the schedule hereto, and declare that the same are vested in the said [*tenant for life*] as to freehold hereditaments in fee simple, and as to leasehold hereditaments for all the residue of the terms of years for which the same are respectively holden upon and subject to the same trusts and powers as are declared by the said principal vesting deed with regard to the hereditaments therein comprised.

2. The trustees are the trustees of the settlement for the purposes of the Settled Land Act, 1925.

3. The power of appointing a new trustee or new trustees of the settlement is vested in [].

IN WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

XI. ENFRANCHISEMENT of the SITE of a PLACE of WORSHIP held under LEASE under the PLACES of WORSHIP (ENFRANCHISEMENT) ACT, 1920 (p).

THIS DEED, made the — day of —, BETWEEN
A. B., of — (hereinafter called "the freeholder"), of the

(p) Stamp, *ad valorem* as on a sale. Under the Places of Worship (Enfranchisement) Act, 1920, when premises are held under a lease, the term originally created being a term of not less than twenty-one years whether determinable on a life or lives or not, and are held upon trust to be used as "a place of worship" (which expression includes a church, chapel or other building used for religious worship, and includes a burial ground, Sunday or Sabbath school, caretaker's or minister's house attached to or used in connection with and held upon the same trusts as a place of worship), the trustees, that is to say, the persons in whom the leasehold premises are for the time being vested for the purposes of a place of worship under any trust, whether express or implied, and which term includes their predecessors in title (what this last sentence means is not very clear), shall have the right as incident to their leasehold interest to enlarge that interest into a fee simple, and for that purpose to acquire the freehold and all intermediate reversions. If, however, the premises exceed two acres, then only two acres can be compulsorily acquired, and the Act does not apply (1) if the premises are being used as a place of worship in contravention of any covenant contained in the lease under which the premises are held or in any superior lease; and (2) if the pre-



first part; C. D., of — (hereinafter called “the intermediate tenant”), of the second part; and X. Y., of —, and Y. Z., of — (hereinafter called “the trustees”), of the third part.

XI. PLACE OF
WORSHIP
(ENFRAN-
CHISEMENT).

WHEREAS [*recite freeholder's title*].

AND WHEREAS by an indenture of lease dated, &c., and made between, &c., the premises hereinafter described [together with other hereditaments] were demised to the intermediate tenant from the — day of — for the term of — years at the yearly rent of £A— and under and subject to the covenants on the part of the lessee and conditions therein contained.

mises are vested in certain municipal and other authorities: see sect. 1 (c). For the purpose of acquiring such reversionary interests the Lands Clauses Acts apply as if the trustees had been authorised to acquire the premises by a special Act incorporating the Lands Clauses Acts and sects. 77 to 85 of the Railways Clauses Consolidation Act, 1845, subject to certain modifications in clause 2 and in the schedule to the Act.

It must be borne in mind that though the estate is enlarged into a fee simple it remains subject to all the covenants and provisions relative to user and enjoyment and to all the same obligations (other than payment of rent) as those to which the leasehold interest would have been subject if it had not been so enlarged. Covenants as to insurance and reinstatement of the premises in case of damage by fire and any other covenant to do any act which may or will be beneficial to the demised premises continue in force only for so long as the consideration, being a rentcharge, is payable (sect. 3). The premises must continue to be used for the purposes for which they were compulsorily acquired, otherwise if the person who was entitled to the freehold reversion at the time of enfranchisement proves to the Charity Commissioners that the premises are used or let for any purpose other than those specified in the trusts upon which the estate in fee simple is held, the Commissioners may determine such letting or user, or may order the premises to be sold (sect. 4). If the trustees propose to sell they must first offer the premises in accordance with the provisions of the schedule to the Act to the persons mentioned therein. The compensation payable is to be based on the estimated full value of the land at the expiration of the term of the lease, no regard being paid to any premises erected or improvements carried out by the trustees. Intermediate reversioners, that is, leaseholders (whether under a lease or underlease or under an agreement for a lease or underlease superior to the lease held by the trustees) may at their option receive as compensation an annual rentcharge for a term corresponding to the unexpired residue of the term of the reversion. Any dispute between the parties as to compensation, &c. is to be settled by a single arbitrator appointed by the judge of the County Court in which the place of worship is.

XI. PLACE OF
WORSHIP
(ENFRANCHISEMENT).

AND WHEREAS by an indenture dated the — day of — and made between the intermediate tenant of the one part and the trustees of the other part, the intermediate tenant sub-demised the premises hereinafter described to the trustees from the — day of — for the term of — at the yearly rent of £B—, and under and subject to the covenants on the part of the lessee and conditions therein contained.

If a trust deed.

AND WHEREAS the trustees hold the premises hereinafter described which were sub-demised to them as aforesaid upon trust to use the same for the purpose of a place of worship within the meaning of the Places of Worship (Enfranchisement) Act, 1920, in accordance with the trusts and provisions declared by and contained in an indenture dated, &c., and the said premises now are being used for the purposes aforesaid.

Where there is no trust deed.

AND WHEREAS on or before the date of the indenture lastly hereinbefore recited, the trustees were at a meeting of the members of the [*specify religious body*] appointed to negotiate and obtain a lease of the premises in the names of the trustees but for the use of the [*religious body*] as a place of worship hereby assured.

AND WHEREAS the trustees being desirous of enlarging their leasehold interest into a fee simple have required the freeholder and the intermediate tenant to convey and assign to them the said hereditaments in accordance with the provisions of the Places of Worship (Enfranchisement) Act, 1920.

Where the amount of purchase-money was disputed.

AND WHEREAS a dispute having arisen on the compensation to be paid by the trustees, an arbitration was duly held in accordance with the provisions of the Places of Worship (Enfranchisement) Act, 1920.

AND WHEREAS the intermediate tenant has elected that the compensation payable for his intermediate reversion shall be an annual rentcharge.

AND WHEREAS the arbitrator has awarded that the sum of £— shall be paid to the freeholder as the purchase-money for the freehold of the said premises, and that the annual rentcharge hereinafter mentioned shall be paid to the intermediate tenant in respect of his intermediate reversion.

Where the purchase price is agreed.

AND WHEREAS it has been agreed between the freeholder, the intermediate tenant, and the trustees that the consideration or

compensation in respect of the freehold shall be the sum of £——, and that the consideration or compensation in respect of the intermediate reversion shall be the annual rentcharge hereinafter mentioned.

XI. PLACE OF
WORSHIP
(ENFRAN-
CHISEMENT).

NOW THIS DEED WITNESSETH as follows:—

1. In conformity with the Places of Worship (Enfranchisement) Act, 1920, and in consideration of the sum of £—— paid by the trustees to the freeholder (the receipt whereof is hereby acknowledged), the freeholder hereby conveys and in conformity with the said Act and in consideration of the rentcharge hereinafter made payable, and of the covenants by the trustees hereinafter contained, the intermediate lessee hereby surrenders and assigns unto the trustees. All [*set out parcels*], except and reserving out of the grant hereby made [*or, "together with"*] all mines and minerals under the said premises (*q*). To HOLD the parcel of ground unto the trustees in fee simple, reserving, nevertheless, out of the said hereditaments henceforth to the intermediate lessee a clear yearly rentcharge of £—— payable half-yearly on the —— day of ——, and the —— day of —— for —— years from the date hereof free from all taxes and deductions (except property tax), the first half-yearly payment to be made on the —— day of ——, and the last and final payment to be made on the —— day of ——, 19——, the said rentcharge to be a first charge on the premises hereby assured (*r*).

Parcels.
Habendum.
Subject to
rentcharge.

2. It is hereby agreed and declared that the trustees shall hold the hereditaments hereinbefore conveyed upon the trusts on which

Declaration
of trust.

(*q*) Under the Act of 1920, Schedule I. modifies the Lands Clauses Acts, and sects. 77 to 85 of the Railways Clauses Consolidation Act, 1845, and the trustees are deemed to be "promoters of the undertaking or the railway company," and the place of worship is deemed to be "the undertaking or the railway."

By sect. 77 of the Railways Clauses Consolidation Act, 1845, so modified, the trustees are not entitled to any mines or minerals under any land purchased by them, unless the same shall have been expressly purchased, and all such mines are to be deemed to be excepted out of the conveyance of such lands unless they shall have been expressly named therein and conveyed thereby.

(*r*) It is presumed that as the trustees are "deemed to be the promoters of the undertaking or the railway company," they may be jointly and severally liable for the payment of the rentcharge.

XI. PLACE OF
WORSHIP
(ENFRAN-
CHISEMENT).

immediately before the execution of these presents the trustees held their leasehold interest in the said hereditaments and subject to all the covenants and provisions relating to user and enjoyment and to all obligations (other than the payment of rent) to which the said leasehold interest of the trustees would have been subject if these presents had not been executed, but so that any covenant to insure and any other covenant to do any act beneficial to the said hereditaments alone shall continue in force only so long as the agreed rentcharge shall be payable.

Covenant to
pay rent-
charge.

3. In consideration of the premises the trustees hereby covenant with the intermediate lessee that the trustees or their successors in title will at all times hereafter duly pay the said rentcharge to the person or persons at the times and in the manner to at and in which the same is hereinbefore made payable without deduction except as aforesaid.

Production
of deeds.

4. The freeholder hereby acknowledges the right of the trustees to the production and delivery of copies of the several deeds and documents specified in the schedule hereto (possession of which it has been agreed shall be retained by the freeholder), and hereby undertakes for the safe custody thereof (s).

Statement as
to value.

5. [It is hereby declared and certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £500.]

AS WITNESS, &c.

THE SCHEDULE HEREINBEFORE REFERRED TO.

(Schedule of deeds retained by freeholder.)

(s) If necessary, add acknowledgment of intermediate tenant for production of his lease.

XII. CONVEYANCE *by TRUSTEES for SALE of FREEHOLDS to a BENEFICIARY absolutely entitled to PROCEEDS of SALE, who ELECTS to TAKE the PROPERTY as REALTY.*

XII. CONVEY-
ANCE OF
FREEHOLDS
BY TRUSTEES
FOR SALE TO
BENEFICIARY.

THIS CONVEYANCE (*t*) is made the — day of —, BETWEEN [*trustee*], of, &c., and [*trustee*], of, &c., of the one part, and [*beneficiary*], of, &c., of the other part. Parties.

WHEREAS [*testator*], late of, &c., by his will, dated, &c., after giving divers specific and pecuniary legacies as therein mentioned, gave, devised, and bequeathed all his real estate and all the residue of his personal estate whatsoever and wheresoever unto the said [*trustees*], their heirs, executors, administrators, and assigns, according to the nature and tenure of the same premises respectively upon trust to sell and convert the same into money and invest the proceeds of such sale and conversion, with power to vary investments as therein mentioned; AND the said [*testator*] thereby declared that the trustees or trustee for the time being of his said will should stand possessed of the said proceeds of sale and conversion of his real and residuary personal estate after payment thereof of his funeral and testamentary expenses and debts, and the pecuniary legacies bequeathed by his said will, upon trust to invest the same as therein mentioned, and should stand possessed of such investments and income thereof upon trust to pay the income thereof unto his son [*name*], since deceased, and his assigns during his life, and after his decease to pay and divide the capital of the said trust premises unto and among all and every the children or child of the said [*son*], who being sons or a son should attain the age of twenty-one years, or, being daughters or a daughter should attain that age or marry, and if more than one such child in equal shares, but if there should be but one such child then the whole to be in trust for such one child; AND the said [*testator*] thereby further declared that his said trustees or trustee should pay and apply the rents and profits of his real estates until sale thereof in like manner as was thereby directed concerning the income arising from the proceeds of such sale and conversion, and the investments thereof as aforesaid; AND he thereby appointed the said [*trustees*] to be the executors of his said will. Recitals: of devise of lands on trust for sale;

(*t*) Stamp, 10s. *Ad valorem* duty is not payable: see Finance (1909-10) Act, 1910, s. 74 (6).

XII. CONVEY-
ANCE OF
FREEHOLDS
BY TRUSTEES
FOR SALE TO
BENEFICIARY.

of death of
testator and
probate of
will ;

of testator's
seisin ;

of death of
tenant for
life, and state
of family ;

that no sale
has taken
place (u) ;

of agreement
for convey-
ance of lands
to beneficiary.

AND WHEREAS the said [*testator*] died on the — day of —, without having revoked or altered his said will, and the same was on the — day of — duly proved in the Principal Probate Registry by the said [*trustees*], the executors thereof.

AND WHEREAS the said [*testator*] was at the time of his death seised of the messuage lands and hereditaments hereinafter described, and hereby assured for an estate in fee simple in possession, free from incumbrances.

AND WHEREAS the said [*son*] died on the — day of —, leaving the said [*beneficiary*], who attained the age of twenty-one years on the — day of —, his only surviving child, and having had only one other child [*name*], who died an infant on the — day of —.

AND WHEREAS the funeral and testamentary expenses and debts of the said [*testator*], and the pecuniary legacies bequeathed by his said will have long since been paid and satisfied, but the said messuage lands and hereditaments hereby assured have not yet been sold and the rents and profits thereof have from time to time been received by the said [*son*] up to his death, and thereafter up to the date of these presents by the said [*beneficiary*] (as he the said [*beneficiary*] hereby acknowledges).

AND WHEREAS all duties which became payable on the death of the said [*son*] have been paid.

AND WHEREAS the said [*beneficiary*] is desirous of taking the said messuage lands and hereditaments hereby assured in their actual state as realty, and the said [*trustees*] have accordingly, at his request, agreed to convey the same to him in manner hereinafter appearing.

NOW THIS DEED WITNESSETH that, in pursuance of the said agreement, and in consideration of the premises, they the said [*trustees*] hereby, as trustees, grant and release unto the said [*beneficiary*] all and singular that and those the messuage [*parcels*], To HOLD the same premises unto the said [*beneficiary*] in fee simple, freed and discharged from the trusts, powers, and provisions declared and contained concerning the same by and in the hereinbefore recited will of the said [*testator*].

IN WITNESS, &c.

(u) Where the testator died after the Land Transfer Act, 1897, came into force, substitute a recital as to assent.

XIII. LICENCE *by LANDOWNER to COMMITTEE of CRICKET CLUB to erect PAVILION, and use GROUND for CRICKET and LAWN TENNIS.*

XIII. LICENCE
TO CRICKET
CLUB TO
LEVEL FIELD,
ERECT
PAVILION, &c.

AN AGREEMENT (x), made this — day of —, 19—, BETWEEN [A. B.], of, &c. (hereinafter called "the licensor"), of the one part, and [C. D.], of, &c., [E. F.], of, &c., [G. H.], of, &c., members of the committee of the — Cricket Club (hereinafter called "the committee"), of the other part: WITNESSETH as follows:—

Parties.

Testatum.

1. The licensor hereby gives permission and licence to the committee with workmen and others from the — day of — next, to enter into and upon the close of the licensor known as — field, situate, &c., and containing by estimation — acres, and to lay down and level such portions and so much of the surface thereof as shall be suitable for the purpose of playing the games of cricket and lawn tennis, and to make suitable provision for fencing off so much of the ground so levelled as shall amount in the whole to not more than — acres. AND also to erect in a suitable position in the said close a wooden building or pavilion for the purposes usually served by similar buildings.

Licence to
erect pavilion,
and level
cricket
ground, &c.

2. The committee shall be entitled to use by themselves and by the members of the said cricket club, and by the friends and guests of such members, the whole of the said close except so much thereof as shall be used as a pen or pens under clause 3 hereof, for the purposes aforesaid, subject to the restrictions following, that is to say: [The close shall not be used in any way by the committee or by any member of the club upon Sundays, Christmas Day, or Good Friday:] The committee shall not keep or offer for sale or permit to be kept or offered for sale on the said close any malt or spirituous liquors or any other form of refreshment for the sale of which an excise or other licence is required: The committee shall not charge or allow to be taken any payment for admission to the said close other than the usual subscription of members without the express permission in writing of the licensor; AND the licensor reserves to himself the right to use such parts of the said close as are not fenced off under the provision hereinafter contained in such manner as he shall think fit, whether for the feeding of cattle,

Regulations
as to user of
ground.

XIII. LICENCE
TO CRICKET
CLUB TO
LEVEL FIELD,
ERECT
PAVILION, &c.

sheep, horses, or other animals, or for any purpose whatsoever; AND it shall be incumbent upon the committee from time to time to give to the licensor due notice of the days and hours when the said game of cricket is to be played, in order that the licensor or his servants may either remove from the said close any animals which may be thereon, or pen them into a remote part of the said close.

Committee
may fence off
portions of
the cricket
ground for a
pen or pens.

3. It shall be lawful for the committee to erect a temporary and moveable fence of any suitable form and material round one or two portions of the levelled surface of the said close (such portion or portions not to contain altogether an area of more than — acres), for the purpose of forming a pen or pens for keeping cattle, sheep and horses from such levelled surface, and the licensor shall not be liable for any damage whatsoever which may happen or be done to such levelled surface, whether fenced in or not, or to the fence or fences thereof.

Rent.

4. The committee shall pay to the licensor the annual sum of £—— payable in advance, in equal half-yearly payments on the —— day of —— and the —— day of ——, the first of such payments being made on the —— day of —— next, for every year or portion of a year during which the present licence shall continue.

Licence not
to confer
interest in
land.

5. The present licence shall not be deemed to confer upon the committee or upon any member of the club any estate or interest in the said close or in the surface or soil thereof.

Power for
licensor to
determine
licence.

6. The licensor may revoke or determine the present licence at any time, but, except in case of the breach by the committee or by any member of the said club of any of the stipulations herein contained, only upon giving one calendar month's notice in writing of his intention to revoke or determine the said licence, but, except in case of such breach as aforesaid, he hereby undertakes not to revoke or determine the said licence before the 30th day of September, 19—, or between the 25th day of March and the 30th day of September in any year.

AS WITNESS, &c.

XIV. ASSIGNMENT of LETTERS PATENT (*y*).

XIV. ASSIGN-
MENT OF
LETTERS
PATENT.

THIS ASSIGNMENT (*z*), made the — day of —, 19—, BETWEEN [*patentee*], of, &c. (hereinafter called “the patentee”), of the one part, and [*assignee*], of, &c. (hereinafter called “the assignee”), of the other part: WHEREAS the patentee is the inventor and patentee of an invention for improvements in, &c. [*short title of invention*], the letters patent for which are dated the — day of —.

Recitals of
title of
patentee.

AND WHEREAS the patentee has agreed to sell to the assignee the said letters patent and the exclusive and absolute benefit thereof for the sum of £—. NOW THIS DEED WITNESSETH that, in pursuance of the said agreement, and in consideration of the sum of £— now paid by the assignee to the patentee (the receipt whereof is hereby acknowledged), the patentee hereby, as beneficial owner (*a*), assigns and transfers unto the assignee ALL THAT the said invention of improvements in, &c. [*short title of invention*], and the said letters patent for the same, and the full and exclusive benefit thereof, and all right, powers, and benefits to the said invention, letters patent, and premises belonging, To HOLD the same unto the assignee for the residue of the term of fourteen years granted by the said letters patent, and any further term to be granted by any extension or renewal of the same; AND the patentee hereby covenants with the assignee that, notwithstanding anything by the patentee done, omitted, or knowingly suffered, the said letters patent are now valid and subsisting, and the patentee now has power to assign the same in manner aforesaid; AND that the same shall be held, used, and enjoyed by the assignee without any interruption or

Agreement
for sale.

Testatum.

(*y*) See Patents and Designs Act, 1907 (amended by Patents, &c. Act, 1914), and the rules under the Act of 1907; Stat. Rules and Orders, 1907, No. 950; and Patent Rules, 1908. The deed should be registered under the Act: sects. 22 and 71 of the 1907 Act.

(*z*) Stamp, *ad valorem* as on a conveyance on sale: see Conveyances, Preliminary Note, *ante*, p. 356. If the purchase-money is under 500*l.*, the statement as to value (see Conveyances, Precedent I., *ante*, p. 360) should be added to the deed.

(*a*) This implies the usual covenants for title, but an express covenant for the validity of the letters patent and further assurance of the same should be inserted.

**XIV. ASSIGN-
MENT OF
LETTERS
PATENT.**

disturbance, free from incumbrances; AND that the patentee and all persons claiming under or in trust for him will, at all times, at the cost of the assignee, execute and do all such assurances and acts as may be reasonably required for further assuring the said letters patent and premises to the assignee for the residue of the said term.

IN WITNESS, &c.

**XV. DEED of COVENANT securing ANNUITY by way of
WEEKLY PAYMENTS to a PAST MISTRESS.**

THIS DEED (b) is made the — day of —, 19—, BETWEEN [*covenantor*], of, &c., of the first part; [*mistress*], of, &c., of the second part; and [*trustee*], of, &c., and [*trustee*], of, &c., of the third part.

WHEREAS the said [*covenantor*] has for some time past been on terms of intimacy with the said [*mistress*], but such intimacy has now ceased.

AND WHEREAS the said [*covenantor*] has agreed to make such provision for the said [*mistress*] and otherwise as hereinafter expressed.

NOW THIS DEED WITNESSETH as follows:—

Covenant to
pay weekly
sum.

1. In pursuance of the said agreement, and in consideration of the premises, the said [*covenantor*] hereby covenants with the said [*trustees*] to pay to them, or the survivor of them, or other the trustees or trustee for the time being hereof (hereinafter called “the trustees”), during the life of the said [*mistress*], the weekly sum of £—, the first payment to be made at the end of one week from the date hereof.

Trust of
weekly sum.

2. The said weekly sum shall be held by the trustees upon trust, to pay the same to the said [*mistress*] until some act or event shall be done or occur whereby the same weekly sum, or any part thereof, would, if belonging absolutely to her, become vested or charged in or in favour of some other person or persons, whereupon the said [*mistress*] shall forfeit the said weekly sum, and thenceforth the trustees shall pay or apply the same to or

(b) Stamp, *ad valorem* as on a bond to secure an annuity of like amount; see Bonds, Preliminary Note.

for the maintenance or personal support or benefit of all or any one or more exclusively of the other or others of the said [*mistress*] and her lawful issue (whether minors or adult) for the time being in existence, in such shares and manner as the trustees in their absolute discretion think fit.

XV. DEED OF
COVENANT
SECURING
ANNUITY TO
PAST
MISTRESS.

3. The said weekly sum shall absolutely cease to be payable:—

Events on
which annuity
to cease.

(1) If at any time after forfeiture thereof by the said [*mistress*] there shall be no lawful issue of the said [*mistress*] living.

(2) If the said [*mistress*] shall at any time molest or annoy the said [*covenantor*] by any act or proceeding, or shall communicate or attempt to communicate with the said [*covenantor*], or his wife or intended wife for the time being, or any of the relatives or friends of the said [*covenantor*], or his wife or intended wife, either personally or by letter otherwise than through the trustees, who alone are authorised to act as intermediaries for that purpose; or if the said [*mistress*] shall call herself by the name of the said [*covenantor*], or represent herself to be his wife, or come to reside within ——— miles of ——— House or any other residence for the time being of the said [*covenantor*].

4. If any dispute or question shall arise as to whether any act or proceeding or communication on the part of the said [*mistress*] constitutes a breach of the provision contained in sub-clause (2) of clause 3 hereof, or as to the rights of the said [*mistress*] hereunder, the same shall be referred to the decision of two arbitrators, or an umpire, whose decision shall bind all parties, and this shall be deemed to be submission to arbitration within the Arbitration Act, 1889, or any statutory provision for the time being in force with regard to arbitrations.

Arbitration
clause.

5. If the said [*covenantor*] shall by will bequeath to the said [*mistress*], during her life, an annuity or other periodical payment equivalent to or exceeding in amount the weekly payment hereby provided, then the annuity or periodical payment so bequeathed shall be in satisfaction of the sum hereby covenanted to be paid, which shall as from the death of the said [*covenantor*] cease to be payable.

Annuity to
cease if
equivalent
provision
made by will.

6. The statutory power of appointing a new trustee or new trustees hereof shall be vested in the said [*covenantor*], his executors or administrators.

Power to
appoint new
trustees.

IN WITNESS, &c.

XVI. DELE-
GATION OF
TRUST.

XVI. DELEGATION of TRUST (c) by EXECUTOR or
TRUSTEE *during* ABSENCE ABROAD. VARIATION (in
note) for a TENANT for LIFE.

KNOW ALL MEN BY THESE PRESENTS, that (d) I, —, of —, being [executor and (e)] trustee jointly with —, of —, and —, of —, under [the will dated the — day of —, and proved on the — day of —, of —, who died on the — day of —] a settlement dated the — day of —, and made between — and —, and being about to proceed abroad and intending to remain out of the United Kingdom for a period exceeding one calendar month, Do hereby appoint —, of —, my attorney for me and on my behalf to execute and exercise during my absence from the United Kingdom all or any of the trusts, powers and discretions vested in me as such [executor and] trustee as aforesaid jointly with my above-named [co-executors and] co-trustees; AND I delegate to him accordingly the execution and exercise in my place jointly as aforesaid during my absence from the United Kingdom of the said trusts, powers and discretions.

IN WITNESS, &c. (f).

(c) See sect. 25 of the T. A. 1925.

(d) Stamp, 10s.

(e) Sect. 25 of the T. A. 1925, applies to personal representatives and to tenants for life, as well as to trustees. This precedent can be adapted to the case of a tenant for life, substituting throughout the expression "tenant for life" for the expression "trustee," and omitting any reference to co-trustees or co-executors and any reference to a joint exercise of the powers.

(f) This deed must be attested by at least one witness and filed at the Central Office within ten days after execution, with a statutory declaration by the delegating trustee that he intends to remain out of the United Kingdom (*i.e.*, Great Britain and Northern Ireland) for more than one month. If the deed gives power to dispose of or deal with land registered under the L. R. A. 1925, or a charge so registered, an office copy must be filed at the Land Registry.

INDEX.

ADMINISTRATION OF ESTATES ACT, 1925,

- appointment by executors of trustees of infant's property under sect. 42 of, **98**
- conveyance on sale of freeholds by personal representatives under, **456**
- death after 1925, sects. 2, 36 (8) and 37 of, as to, **456**
- executors who have proved, concurrence of, in sale sufficient under sect. 2 of, **290**
- intestate, real estate of, vests in personal representatives in trust for sale, **348**
- land, vesting of, in person ostensibly entitled under sect. 43 of, **689**
- mortgage estates, devolution of, sect. 3 of, as to, **414**
- next of kin, statutory, proceedings against, under bond under sect. 50 (1) of, **190**
- personal representative in whom settled land vested, renunciation of office by, under sect. 23 (1) of, **512**
 - sale by, sects. 1, 2, 3, 36 of, as to, **347—348**
- portion, statutory power to raise, by mortgage under sect. 39 of, **62**
- power of appropriation of personal representative under sect. 41 of, **91**
- probate, sects. 4—6 of, as to, **511**
- trust estates, devolution of, sect. 3 of, as to, **414**

AGREEMENTS,

- abandon or compromise action, factor may not, without consent, **26**
- absence from service of assistant to medical practitioner, **37**
- acceptance of bills of principals by factor if has assets in hand, **26**
- access of principals to documents concerning agency business, **27**
- accommodation works, further, railway company not compellable to make, **41**
- account, agreement to render, in agreement to buy sole right in medicine, **52**
 - annual, to ascertain percentage of profits payable to manager, **19**
 - books, balancing of, half-yearly by factor, **27**
 - delivery up of, to principals, **27**
 - preservation of, **27**
 - by agent of secret profits made in course of agency, **25**
 - manager of moneys received on behalf of company, **33**
 - of profits, company to make out, **34**
 - copy of, company to give to manager, **34**
 - signed by manager to be conclusive, **34**
- accounts, copies of, forwarding of, to principals, **27**
 - purchaser of medicine not to verify, **52**
- action, bringing of, upon agreement not to be performed within year, under L. P. A. 1925, s. 40...1
 - factor may not abandon or compromise, without consent, **26**
 - upon agreement, necessity of writing for, under sect. 40 of L. P. A. 1925...1
- additional salary to agent instead of commission if sales fall short, **21**
 - work, payment for, provision as to, in agreement to build house, **10**
- administration, agreement to take out, **50**
- advertising, expenses of, provision as to, in agreement to buy sole right in medicine, **52**
- agency business, documents concerning, access of principals to, **27**
 - secret profits made in course of, agent to account for, **25**
 - termination of, by voluntary winding-up, **31**
- agent, additional salary to, if sales fall short, **21**
 - allowance to, of commission on sales beyond a certain value, **21**
 - and family, reconveyance of, to Port of London by principals, **23**
 - residence of, rent free in house adjoining business, **22**
 - engagement of, for fixed term, **21**
 - house of, principals to furnish, **22**
 - in colony, agreement to employ, at salary with percentage on sales, **20**
 - liberty to, to buy, sell, barter, or exchange, **21**
 - obedience of, to principals, **23**
 - principals to supply merchandise to, at own cost, **21**
 - reception and disposal of merchandise by, **23**

AGREEMENTS—*continued*.

- agent, retention of salary by, out of first moneys coming to his hands, **21**
 - service of, diligent and faithful, **23**
 - to account for secret profits made in course of agency, **25**
 - deal justly and faithfully, **24**
- agreement, action upon, necessity of writing for, under sect. 40 of L. P. A. 1925...1
 - against competition by assistant to medical practitioner, **37, 38**
 - between adjoining owners as to ancient lights, **43**
 - building, provision in, as to plans and specifications, **3**
 - to alter and add to house in London, **11**
 - by railway company to execute works for owner of adjoining land, **39**
 - dismissal without notice in absence of, **20**
 - family, to give effect to intended will not duly executed, **49**
 - for continuance of obstruction to ancient lights, **42**
 - enjoyment of light on sufferance, **41**
 - service as assistant to medical practitioner, **36**
 - in restraint of trade, **38, 39**
 - not to be performed within year, bringing of action upon, under L. P. A. 1925, s. 40...1
 - compound medicine, **51**
 - disclose secret of medicine, **51**
 - enforce claims under intestacy, **50**
 - to act as business manager, **17**
 - factor for term of years, **25**
 - apportion rent, **46**
 - build house where no architect employed, **8**
 - buy sole right in medicine, **51**
 - divide property under scheme in draft intended will, **50**
 - employ agent in colony at salary with percentage on sales, **20**
 - business manager at salary with percentage on net profits, **17**
 - factor not to create partnership, **30**
 - to be paid by share of profits with weekly drawings, **24**
 - manager of limited company at salary and commission, **30**
 - execute works, in building agreement to alter and add to house, **11**
 - pay for goods to be furnished to third person, **35**
 - sell piano on hire-purchase system, **53**
 - take out administration, **50**
 - with builder to pull down and rebuild, where architect employed, **3**
- allowance of further time in case of fire, **4**
 - lock-out, in building agreement, **4**
 - strike, in building agreement, **4**
 - tempest, in building agreement, **4**
- payment or, for extra work or materials, **5**
- to agent of commission on sales beyond a certain value, **21**
- alteration of contract price because of alteration or deviation, **5**
 - or deviation, alteration of contract price because of, **5**
- alterations and additions to house in London, building agreement for, **11**
 - deviations, carrying out of, **5**
- ancient lights, agreement between adjoining owners as to, **43**
 - obstruction to, agreement for continuance of, **42**
- annuity needing *ad valorem* stamp, yearly salary is not, **17**
- apportionment of perpetual rentcharge, covenant for, **47**
 - rent, agreement for, **46**
- approval of work, payment by employer conditional on, **4**
- arbitration clause in agreement to build house, **11**
 - employ factor, **29**
 - pull down and rebuild, **8**

AGREEMENTS—*continued.*

- arbitration clause in building agreement to enlarge a town house, **14, 15**
with terms in specification, **16**
- architect, certificate of, finality of, **7**
to be binding, **7**
in writing, **4**
when to be withheld, **5**
employment of, in agreement with builder to pull down and rebuild, **3**
written authority of, for removal of building materials, **6**
- arrears and loss of salary, claim for, by manager on compulsory winding-up of company, **31**
- ascertainment of value of work, mode of, **5**
- assignment by builder of moneys payable under contract, **7**
of building contract, no, **7**
- assistant to medical practitioner, absence of, from service, **37**
agreement against competition by, **37, 38**
for service as, **36**
diligent and faithful service of, **37**
not to disclose secrets of business, **37**
salary of, **37**
substitute for, **37**
termination of engagement of, **37**
- attention to business, manager to give whole of, **17**
- attorney, power of, to factor to receive debts, **30**
- authority, local, proper notice to, builder to give, **12**
written, of architect for removal of building materials, **6**
- balancing of account books half-yearly by factor, **27**
- bankruptcy of building contractor, order of Court for certificate upon, **6**
manager, determination of engagement on, **31**
- barter, liberty to agent to, **21**
- bills of principals, acceptance of, by factor if has assets in hand, **26**
quantities, **13**
- binding, certificate of architect to be, **7**
- boat and railway fares of agent and family, principals to pay, **22**
- books of account, balancing of, half-yearly by factor, **27**
delivery up of, to principals, **27**
preservation of, **27**
company, entries in, manager to give directions for, **33**
- builder, agreement with, to pull down and rebuild, **3**
with terms in specification, **15**
assignment by, of moneys payable under contract, **7**
expense of, occasions for owner to carry out work at, **7**
licence to, to enter to perform contract, **3**
owner to pay in one payment, provision that, in agreement to build house, **10**
personal superintendence by, of carrying out of works, **7**
right of, to recover *quantum meruit*, **10**
to conform to statutory or local regulations, **8**
leave house, buildings and works in clean and proper condition, **4**
pull down, remove, and erect at own cost, **3**
- building agreement, provision in, as to plans and specifications, **3**
to alter and add to house in London, **11**
contract, form of, adopted by R.I.B.A., **3**
not to be assigned, **7**
contractor, bankruptcy of, order of Court for certificate upon, **6**
line, local or statutory provisions as to, **12**
materials, removal of, written authority of architect for, **6**
- buildings, new, consent to erection of, **45**
proposal to erect, **44**

AGREEMENTS—*continued*.

- business, covenant not to be "concerned" or "interested" in, effect of, **34**
- documents concerning, access of principals to, **27**
- house adjoining, residence in, of agent and family rent free, **22**
- manager, agreement to act as, **17**
 - employ at salary with percentage on net profits, **17**
 - payment of percentage on net profits to, **18**
 - salary of, payment of, **18**
 - to obey all lawful orders and instructions of employer, **17**
- profits of, net, deductions in estimating, **18**
- secrets of, assistant to medical practitioner not to disclose, **37**
- sums paid on account of, repayment of, to factor, **28**
- time and attention to, manager to give whole of, **17**
- year, commencement of, reckoning of term from, where manager receives percentage on profits, **17**
- buy, liberty to agent to, **21**
- carrying out of alterations and deviations, **5**
 - works, personal superintendence of, by builder, **7**
- certificate, condition requiring, effect of, **4**
 - of architect, finality of, **7**
 - to be binding, **7**
 - in writing, **4**
 - when to be withheld, **5**
 - upon bankruptcy of building contractor, order of Court for, **6**
- cesser of contract in case of delay, provision for, **14**
- claim by manager for arrears and loss of salary on compulsory winding-up of company, **31**
 - or security, factor may not compound without consent, **26**
- clean and proper condition, builder to leave house, buildings, and works in, **4**
- clearance after completion, **9**
- clerk and porter to be provided by factor, **28**
- colony, agent in, agreement to employ, at salary with percentage on sales, **20**
- commission on sales beyond a certain value, allowance of, to agent, **21**
- company, books of, entries in, manager to give directions for, **33**
 - compulsory winding-up of, claim on, by manager for arrears and loss of salary, **31**
 - contract on behalf of, formalities in, **35**
 - directors of, manager to explain dealings or transactions to, **33**
 - manager of, not to engage in other business during employment, **34**
 - documents concerning, manager to keep at office of company, **33**
 - limited, manager of, agreement for employment of, at salary and commission, **30**
 - moneys received on behalf of, manager to account for, **33**
 - obedience of manager to, **33**
 - office of, manager to keep documents concerning company at, **33**
 - railway, agreement by, to execute works for owner of adjoining land, **39**
 - completion of works by, **41**
 - not compellable to make further accommodation works, **41**
 - to make and maintain crossings, **40, 41**
 - drains, **40**
 - roads, gates, and culverts, **39, 40**
 - tunnels, **40**
 - secrets of, manager not to divulge, **33**
 - to furnish copy of account of profits to manager, **34**
 - make out account of profits, **34**
 - competition, agreement against, by assistant to medical practitioner, **37, 38**

AGREEMENTS—*continued.*

- completion, clearance after, **9**
 - of works by railway company, **41**
 - provision as to, in building agreement, **3**
- compound debt, claim, or security without consent, factor may not, **26**
- compromise action, factor may not, without consent, **26**
- compulsory winding-up of company, claim on, by manager for arrears and loss of salary, **31**
- "concerned" or "interested" in business, covenant not to be, effect of, **34**
- conclusive, account of profits signed by manager to be, **34**
- condition requiring certificate, effect of, **4**
- consent, factor may not abandon or compromise action without, **26**
 - pledge goods without, **26**
 - not to compound debt, claim, or security without, **26**
- for erection of new buildings, **45**
- contract, building, form of, adopted by R.I.B.A., **3**
 - not to be assigned, **7**
 - cesser of, in case of delay, provision for, **14**
 - entry to perform, licence to builder for, **3**
 - for sale of goods, position of, under L. P. A. 1925, s. 40...3
 - moneys payable under, assignment of, by builder, **7**
 - on behalf of company, formalities in, **35**
 - price, alteration of, because of alteration or deviation, **5**
 - mode of payment of, **5**
 - relating to land, position of, under L. P. A. 1925, s. 40...3
 - to build house, position of, under L. P. A. 1925, s. 40...3
- contractor, building, bankruptcy of, order of Court for certificate upon, **6**
- copies of accounts, forwarding of, to principals, **27**
- copy of account of profits, company to give to manager, **34**
- cost, builder to pull down, remove and erect at own, **3**
- costs, provision as to, in agreement to give effect to will not duly executed, **51**
- Court, order of, for certificate upon bankruptcy of building contractor, **6**
- covenant for indemnity by owner of rentcharge, **48**
 - not to be "concerned" or "interested" in business, effect of, **34**
 - "not to practise," effect of, **37**
 - to apportion perpetual rentcharge, **47**
- credit, good, persons of, factor to procure sale of goods to, **25**
 - limit of time within which factor may give, **26**
- crossings, railway company to make and maintain, **40, 41**
- culverts, railway company to make and maintain, **39, 40**
- damage, involuntary, factor not to be answerable for, **28**
- damages, liquidated, payment of, occasions for, **6**
- dealings or transactions, manager to explain to directors of company, **33**
- death of guarantor, revocation of guarantee by, **36**
- debt, claim or security, factor may not compound, without assent, **26**
- debts, power of attorney to factor to receive, **30**
- deduction of payment for work omitted, provision as to, **10**
 - or set-off by owner from money payable to him of money owed by builder, **6**
- deductions in estimating net profits of business, **18**
- default or incapacity, power to stop salary or end engagement of manager for, **20**
- defective materials or workmanship to be made good at cost of builders, **12**
- delay caused by interference of a third party, **4**
 - cesser of contract in case of, provision for, **14**
 - penalties for, **6**
- delivery up of books of account to principals, **27**
- deposit in warehouse and preservation of merchandise by factor, **25**
- determination of engagement on bankruptcy of manager, **31**
- deviations, alterations and, carrying out of, **5**

AGREEMENTS—*continued*.

- deviations and omissions, trifling and immaterial, builder's right to payment in case of, 5
- diligent and faithful service of agent, 23
 - manager of business, 33
 - service of assistant to medical practitioner, 37
- directions for entries in books of company, manager to give, 33
- directors, obedience of manager to, 33
 - of company, manager to explain dealings or transactions to, 33
- dismissal without notice in absence of agreement, 20
 - wrongful, what constitutes, 20
- disposal of merchandise by agent, 23
- dividends, net profits available for, income tax is part of, 18
- division of property under scheme in draft intended will, agreement for, 50
- divulge secrets of company, manager may not, 33
- documents concerning agency business, access of principals to, 27
 - company, manager to keep at office of company, 33
- drains, railway company to make and maintain, 40
- drawings, weekly, of factor for own use, 28
 - share of profits with, payment of factor by, 24
- dwelling-house, erection of, according to plans and specifications, 9
- effect of condition requiring certificate, 4
 - covenant not to be "concerned" or "interested" in business, 34
- employer, moneys and securities of, manager to account for and pay over, 18
 - orders and instructions of, lawful, business manager to obey, 17
 - payment by, conditional on approval of work, 4
 - to provide residence of manager during engagement, 19
- employment of factor to be paid by share of profits with weekly drawings,
 - agreement for, 24
 - manager of limited company at salary and commission, agreement for, 30
- engagement, determination of, on bankruptcy of manager, 31
 - of agent for fixed term, 21
 - assistant to medical practitioner, termination of, 37
 - manager, termination of, payment of proportion of salary on, 19
 - or salary of manager, power to end, for default or incapacity, 20
- enjoyment of light on sufferance, agreement for, 41
- entries in books of company, manager to give directions for, 33
- entry to perform contract, licence to builder for, 3
- erect, pull down, remove and, builder to, at own cost, 3
- erection of dwelling-house according to plans and specifications, 9
- execution of works in workmanlike manner, 9
 - to satisfaction of owner, 9
- exchange, liberty to agent to, 21
- extra work or materials, payment or allowance for, 5
- factor, agreement to act as, for term of years, 25
 - employ, not to create partnership, 30
- credit by, time limit for, 26
- deposit of merchandise in warehouse by, and preservation of merchandise by, 25
- employment of, to be paid by share of profits with weekly drawings, 24
- may not release or compound debt, claim or security without consent, 26
- no other person besides factor to be employed as, 28
- not to abandon or compromise action without consent, 26
 - be answerable for involuntary loss or damage, 28
 - pledge goods without consent, 26

AGREEMENTS—*continued.*

- factor, power of attorney to, to receive debts, **30**
 - to pledge property of principal, **30**
- repayment to, of sums paid on account of agency business, **28**
- to accept bills of principals if, has assets in hand, **26**
 - balance account books every half-year, **27**
 - procure greatest possible sale of goods, **25**
 - sale of goods to persons of good credit, **25**
 - provide clerk, **28**
 - porter, **28**
 - typist, **28**
 - sign on behalf of principals, **26**
 - weekly drawings of, for own use, **28**
- faithful and diligent service of assistant to medical practitioner, **37**
 - dealing of agent, **24**
 - service of agent, **23**
 - manager of business, **33**
- family agreement to give effect to intended will not duly executed, **49**
 - agent and, railway and boat fares of, principals to pay, **23**
 - reconveyance of, to Port of London by principals, **23**
 - residence of, rent free in house adjoining business, **22**
- fares, railway and boat, of agent and family, principals to pay, **22**
- fees, payment of, to public bodies and officers by builder, **12**
- fencing, removal of, **4**
- finality of certificate of architect, **7**
- fire, allowance of further time in case of, **4**
- fixed term, engagement of agent for, **21**
- form of building contract adopted by R.I.B.A., **3**
- formalities in contracts on behalf of company, **35**
- furnishing of house of agent by principals, **22**
- further time, allowance of, in case of fire, **4**
 - lock-out, in building agreement, **4**
 - strike, in building agreement, **4**
 - tempest, in building agreement, **4**
- gates, railway company to make and maintain, **39, 40**
- goods, factor may not pledge, without consent, **26**
 - sale of, greatest possible, factor to procure, **25**
 - to persons of good credit, factor to procure, **25**
 - to be furnished to third person, agreement to pay for, **35**
- greatest possible sale of goods, factor to procure, **25**
- guarantee, revocation of, by death of guarantor, **36**
- guarantor, death of, revocation of guarantee by, **36**
- hire-purchase system, agreement to sell piano on, **53**
- house adjoining business, residence in, of agent and family rent free, **22**
 - agreement to build, where no architect employed, **8**
 - buildings, and works in clean and proper condition, builder to leave, **4**
 - contract to build, position of, under L. P. A. 1925, s. 40...3
 - in London, building agreement to alter and add to, **11**
 - of agent, principals to furnish, **22**
- implements, removal of, **4**
- incapacity, default or, power to stop salary or end engagement of manager for, **20**
- income tax, part of net profits available for dividends, **18**
- indemnity, covenant for, by owner of rentcharge, **48**
- injunction, proceedings for, provision in case of, **14**
- interference of a third party, delay caused by, **4**
- interpretation clause in agreement to employ agent in colony at salary with percentage on sales, **20**
 - factor to be paid by share of profits with weekly drawings, **24**

AGREEMENTS—*continued*.

- intestacy, agreement not to enforce claim under, **50**
- involuntary loss or damage, factor not to be answerable for, **28**
- just and faithful dealing of agent, **24**
- land, adjoining, owner of, agreement by railway company to execute works for, **39**
 - contract relating to, position of, under L. P. A. 1925, s. 40...3
- liberty to agent to buy, sell, barter or exchange, **21**
- licence to builder to enter to perform contract, **3**
- light, enjoyment of, on sufferance, agreement for, **41**
 - further, restriction or acquisition of, **44**
- limit of time within which factor may give credit, **26**
- limited company, manager of, agreement for employment of, at salary and commission, **30**
- loss of salary, claim for, by manager on compulsory winding-up of company, **31**
 - or damage, involuntary, factor not to be answerable for, **28**
- liquidated damages, payment of, occasions for, **6**
- local authority, proper notice to, builder to give, **12**
 - or statutory provisions as to building line, **12**
- lock-out, allowance of further time in case of, in building agreement, **4**
- manager, account of profits signed by, to be conclusive, **34**
 - bankruptcy of, determination of engagement on, **31**
 - claim by, for arrears and loss of salary on compulsory winding-up of company, **31**
 - not to divulge secrets of company, **33**
 - obedience of, to company or directors, **33**
 - of business, agreement to act as, **17**
 - employ at salary with percentage on net profits, **17**
 - diligent and faithful service of, **33**
 - engagement of, to be determined by notice, **19**
 - payment of percentage on net profits to, **18**
 - percentage of net profits payable to, reckoning of, on gross returns, **18**
 - profits payable to, account to ascertain, **19**
 - salary of, payment of, **18**
 - to give whole of time and attention to business, **17**
 - obey all lawful orders and instructions of employer, **17**
- company not to engage in other business during employment, **34**
- limited company, agreement for employment of, at salary and commission, **30**
- residence of, during engagement, employer to provide, **19**
- salary or engagement of, power to stop, for default or incapacity, **20**
- to account for and pay over moneys and securities of employer, **18**
 - moneys received on behalf of company, **33**
 - explain dealings or transactions to directors of company, **33**
 - give directions for entries in books of company, **33**
 - keep at office of company documents concerning company, **33**
- medical practitioner, assistant to, absence of, from service, **37**
 - agreement for service as, **36**
 - diligent and faithful service of, **37**
 - not to disclose secrets of business, **37**
 - salary of, **37**
 - substitute for, **37**
 - termination of engagement of, **37**

AGREEMENTS—*continued.*

- medicine, agreement not to compound, **51**
 - to buy sole right in, agreement to render account in, **52**
 - division of profits in, **52**
 - provision in, as to advertising, **52**
 - purchaser of, not to verify accounts, **52**
 - sale of interest in, **51**
 - secret of, agreement not to disclose, **51**
 - written disclosure of, **51**
 - sole right in, agreement to buy, **51**
- merchandise, deposit of, in warehouse and preservation of, by factor, **25**
 - principals to supply agent with, at own cost, **21**
 - reception and disposal of, by agent, **23**
- mode of ascertaining value of work, **5**
 - payment of contract price, **5**
- money owed by builder, deduction of, by owner of money paid to builder, **6**
 - payable to builder, deduction from or set-off, by owner, of money owed by builder, **6**
 - under contract, assignment of, by builder, **7**
- moneys and securities of employer, manager to account for and pay over, **18**
 - received on behalf of company, account by manager of, **33**
- new buildings, consent to erection of, **45**
 - proposal to erect, **44**
- notice, dismissal without, in absence of agreement, **20**
 - engagement of manager of business to be determined by, **19**
 - to local authority, builder to give, **12**
- obedience of agent to principals, **23**
 - manager to company or directors, **33**
- obstruction to ancient lights, agreement for continuance of, **42**
- office of company, manager to keep documents concerning company at, **33**
- omission of work, deduction of payment for, provision as to, **10**
- order of Court for certificate upon bankruptcy of building contractor, **6**
- orders and instructions, lawful, of employer, business manager to obey, **17**
- owner, deduction or set-off by, from money payable to, of money owed by builder, **6**
 - materials about premises to be property of, provision as to, in building agreement, **6**
 - of adjoining land, works for, agreement by railway company to execute, **39**
 - rentcharge, covenant for indemnity by, **48**
 - payment by, provision as to, in building agreement with terms in specification, **16**
 - satisfaction of, execution of works to, **9**
 - to carry out work at expense of builder, occasions for, **7**
 - pay builder in one payment, provision that, in agreement to build house, **10**
- owners, adjoining, agreements between, as to ancient lights, **43**
- partnership, agreement to employ factor not to create, **30**
- payment by employer conditional on approvement of work, **4**
 - owner, provision as to, in building agreement with terms in specification, **16**
 - deduction of, for work omitted, provision as to, **10**
 - for additional work, provision as to, in agreement to build house, **10**
 - in case of trifling and immaterial deviations and omissions, builder's right to, **5**
 - of contract price, mode of, **5**
 - due proportion of salary on termination of engagement of manager, **19**
 - factor by share of profits with weekly drawings, **24**

AGREEMENTS—*continued*.

- payment of fees to public bodies and officers by builders, **12**
- percentage of profits to manager of business, **18**
- salary of business manager, **18**
- one, owner to pay builder in, provision that, in agreement to build house, **10**
- or allowance for extra work or materials, **5**
- periodical, needing *ad valorem* stamp, yearly salary is not, **17**
- provision as to, in building agreement, **4**
- penalty for delay, **6**
- percentage of profits payable to manager, account to ascertain, **19**
- net profits payable to manager, reckoning of, on gross returns, **18**
- on net profits, agreement to employ business manager at salary with, **17**
- profits, payment of, to manager of business, **18**
- reckoning of term from commencement of business year where manager receives, **17**
- sales, agreement to employ agent in colony at salary with, **20**
- permission and consent for erection of new buildings, **44, 45**
- personal superintendence by builder of carrying out of works, **7**
- piano, agreement to sell, on hire-purchase system, **53**
- plans and specifications, provision as to, in building agreement, **3**
- pledge goods, factor may not, without consent, **26**
- property of principal, power of factor to, **30**
- porter to be provided by factor, **23**
- power of attorney to factor to receive debts, **30**
- factor to pledge property of principal, **30**
- to stop salary or end engagement of manager for default or incapacity, **20**
- preservation of account books, **27**
- merchandise by factor, **25**
- price, contract, alteration of, because of alteration or deviation, **5**
- mode of payment of, **5**
- principals, access of, to documents concerning agency business, **27**
- bills of, acceptance of, by factor if has assets in hand, **26**
- delivery up of account books to, **27**
- forwarding of copies of accounts to, **27**
- obedience of agent to, **23**
- property of, power of factor to pledge, **30**
- reconveyance by, of agent and family to Port of London, **23**
- signature of factor on behalf of, **26**
- to furnish house of agent, **22**
- pay boat and railway fares of agent and family, **22**
- supply agent with merchandise at own cost, **21**
- profits, account of, company to make out, **34**
- copy of, company to give to manager, **34**
- signed by manager to be conclusive, **34**
- division of, in agreement to buy sole right in medicine, **52**
- net, available for dividends, income tax is part of, **18**
- of business, deductions in estimating, **18**
- percentage on, agreement to employ business manager at salary with, **17**
- percentage of, payable to manager, account to ascertain, **19**
- reckoning of, on gross returns, **18**
- payment of, to manager of business, **18**
- on, reckoning of term from beginning of business year, where manager receives, **17**
- secret, made by agent in course of agency, agent to account for, **25**
- share of, with weekly drawings, payment of factor by, **24**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

AGREEMENTS—*continued*.

- property of owner who is party to building agreement, materials about premises to be, **6**
 - principal, power of factor to pledge, **30**
- provisions, local or statutory, as to building line, **12**
- public bodies and officers, payment of fees to, by builder, **12**
- pull down and rebuild, agreement with builder to, **3**
 - remove, and erect at own cost, builder to, **3**
- purchaser of medicine not to verify accounts, **52**
- quantities, bills of, **13**
- railway and boat fares of agent and family, principals to pay, **22**
 - company, agreement by, to execute works for owner of adjoining land, **39**
 - completion of works by, **41**
 - not compellable to make further accommodation works, **41**
 - to make and maintain crossings, **40, 41**
 - drains, **40**
 - roads, gates and culverts, **39, 40**
 - tunnels, **40**
- rebuild, pull down and, agreement with builder to, **3**
- reception and disposal of merchandise by agent, **23**
- reconveyance by principals of agent and family to Port of London, **23**
- regulations, statutory or local, builder to conform to, **8**
- release or compound debt, claim, or security without consent, factor may not, **26**
- removal of building materials, written authority of architect for, **6**
 - fencing, **4**
 - implements, **4**
 - materials, **4**
 - rubbish, **4**
 - scaffolding, **4**
- remove and erect, pull down and, builder to, at own cost, **3**
- rent, apportionment of, agreement for, **46**
 - residence of agent and family without paying, in house adjoining business, **22**
- rentcharge, owner of, covenant for indemnity by, **48**
 - perpetual, covenant to apportion, **47**
- repayment to factor of sums paid on account of agency business, **28**
- residence of agent and family rent free in house adjoining business, **22**
 - manager during engagement to be provided by employer, **19**
- restraint of trade, agreement in, **38, 39**
- restriction on acquisition of further light, **44**
- retention of salary by agent out of first moneys coming to his hands, **21**
- returns, gross, reckoning on, of percentage of net profits payable to manager of business, **18**
- revocation of guarantee by death of guarantor, **36**
- right of builder to recover *quantum meruit*, **10**
- roads, railway company to make and maintain, **39, 40**
- rubbish, removal of, **4**
- salary, additional, to agent if sales fall short, **21**
 - agreement to employ agent in colony at, with percentage on sales, **20**
 - manager of business at, with percentage on net profits, **17**
 - and commission, agreement to employ manager of limited company at, **30**
 - arrear and loss of, claim for, by manager on compulsory winding-up of company, **31**
 - of assistant to medical practitioner, **37**
 - manager of business, payment of, **18**
 - power to stop, or to end engagement for default or incapacity, **20**

AGREEMENTS—*continued*.

- salary, proportion of, payment of, on termination of engagement of manager, **19**
 - retention of, by agent out of first moneys coming to his hands, **21**
 - yearly, is not an annuity or periodical payment needing *ad valorem* stamp, **17**
- sale of goods, contract for, position of, under L. P. A. 1925, s. 40...3
 - greatest possible, factor to procure, **25**
 - to persons of good credit, factor to procure, **25**
- sales beyond a certain value, allowance of commission on, to agent, **21**
 - falling short of, additional salary to agent on, **21**
 - percentage on, agreement to employ agent in colony at salary with, **20**
- satisfaction of owner, execution of works to, **9**
- scaffolding, removal of, **4**
- secret of medicine, agreement not to disclose, **51**
 - written disclosure of, **51**
- profits made by agent in course of agency, agent to account for, **25**
- secrets of business, assistant to medical practitioner not to disclose, **37**
 - company, manager not to divulge, **33**
- securities, moneys and, of employer, manager to account for and pay over, **18**
- sell, liberty to agent to, **21**
- service, diligent and faithful, of manager of business, **33**
 - of assistant to medical practitioner, **37**
 - of agent, diligent and faithful, **23**
- share of profits with weekly drawings, payment of factor by, **24**
- signature of factor on behalf of principals, **26**
- specification, terms in, building agreement with, **15**
- specifications, plans and, provision as to, in building agreement, **3**
- statutory or local regulations, builder to conform to, **8**
- strike, allowance of further time in case of, in building agreement, **4**
 - meaning of, **4**
- substitute for assistant to medical practitioner, **38**
- suffrance, enjoyment of light on, agreement for, **41**
- sums paid on account of agency business, repayment of, to factor, **28**
- superintendence, personal, by builder of carrying out of works, **7**
- supply by builder of materials to be used in works, **4**
- tempest, allowance of further time in case of, in building agreement, **4**
- term, fixed, engagement of agent for, **21**
 - of years, agreement to act as factor for, **25**
- terms in specification, building agreement with, **15**
- termination by notice of engagement of manager of business, **19**
 - of agency by voluntary winding-up, **31**
 - engagement of assistant to medical practitioner, **37**
 - manager, payment of proportion of salary on, **19**
- third party, interference of, delay caused by, **4**
 - person, goods to be furnished to, agreement to pay for, **35**
- time and attention to business, manager to give whole of, **17**
 - further, allowance of, in case of fire, **4**
 - lock-out, in building agreement, **4**
 - strike, in building agreement, **4**
 - tempest, in building agreement, **4**
 - limit within which factor may give credit, **26**
- trade, restraint of, agreement in, **38, 39**
- transactions, manager to explain to directors of company, **33**
- trifling and immaterial deviations and omissions, builder's right to payment in case of, **5**
- tunnels, railway company to make and maintain, **40**
- typist to be provided by factor, **28**

AGREEMENTS—*continued*.

- value, certain, sales beyond, allowance of commission on, to agent, **21**
- of work, mode of ascertainment of, **5**
- voluntary winding-up, termination of agency by, **31**
- warehouse, deposit of merchandise in, by factor, **25**
- weekly drawings of factor for own use, **28**
- share of profits with, payment of factor by, **24**
- will, intended, not duly executed, family agreement to give effect to, **49**
- scheme in, agreement to divide property under, **50**
- winding-up, compulsory, of company, claim on, by manager for arrears and loss of salary, **31**
- voluntary, termination of agency by, **31**
- withholding of certificate of architect, occasions for, **5**
- work, additional, payment for, provision as to, in agreement to build house, **10**
- approval of, payment by employer conditional on, **4**
- omitted, deduction of payment for, provision as to, **10**
- or materials, extra, payment or allowance for, **5**
- value of, mode of ascertainment of, **5**
- workmanship, defective, to be made good at cost of builders, **12**
- works, accommodation, further, railway company not compellable to make, **41**
- agreement by railway company to execute, for owner of adjoining land, **39**
- to execute, in building agreement to alter or add to house, **11**
- carrying out of, personal superintendence of, by builder, **7**
- completion of, by railway company, **41**
- execution of, in workmanlike manner, **9**
- to satisfaction of owner, **9**
- materials to be used in, builder to supply, **4**
- writing, agreement in, necessity of, for bringing of action under L. P. A. 1925, s. 40...1
- certificate of architect to be in, **4**
- written authority of architect for removal of building materials, **6**
- wrongful dismissal, what constitutes, **20**
- years, term of, agreement to act as factor for, **25**

APPOINTMENTS,

- accruer clause in appointment by parents among children, **68**
- advancement clause in appointment by parents among children, **68**
- appointment by parents, subject to own life estate, of stock equally among children except eldest son, **67**
- new, revocation of appointment and, **69**
- objects of power alone included in, **56**
- of freeholds under general power in will subject to life estates, **57**
- gamekeeper by lord of manor, **72**
- guardian by father, **71**
- parish clerk, **72**
- portion secured by term to daughter on marriage by father, **61**
- share of trust funds to daughter of lunatic, **65**
- post-nuptial, by married woman, of life interest in personalty to husband, **63**
- of jointure under power in strict settlement, **58**
- rescission of, on ground of mistake, **57**
- revocation of, and new appointment, **69**
- special power of, execution of, **56**
- under special power, **56**

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

APPOINTMENTS—*continued.*

- benefice, presentation to, **71**
- clerk of parish, appointment of, **72**
- committee of lunatic, appointment by, of share in trust funds to daughter of lunatic, **65**
- deed poll making previous revocable appointment absolute, **70**
- delegation of special power impossible, **56**
- duty, settlement, exemption from, **55**
- execution of special power of appointment, **56**
- exemption from settlement duty, **55**
- father, appointment of guardian by, **71**
- fraud on power, **56**
- freeholds, appointment of, under general power in will, subject to life estates, **57**
- gamekeeper, appointment of, by lord of manor, **72**
- guardian, appointment of, by father, **71**
- hotchpot clause in appointment of portion to daughter, **62**
- husband, post-nuptial appointment of life interest in personalty to, by married woman, **63**
- jointure, post-nuptial appointment of, under power in strict settlement, **58**
- life estates, appointment of freeholds under power in will subject to, **57**
- lord of manor, appointment of gamekeeper by, **72**
- lunatic, committee of, appointment by, of share in trust funds to daughter of lunatic, **65**
- daughter of, appointment of share of trust funds to, **65**
- maintenance clause in appointment by parents among children, **68**
- manor, lord of, appointment of gamekeeper by, **72**
- married woman, post-nuptial appointment by, of life interest in personalty to husband, **63**
- mistake, rescission of appointment on ground of, **57**
- notice to trustees of deed poll making previous revocable appointment absolute, **70**
- revocation of appointment and new appointment, **69**
- objects of power alone included in appointment, **56**
- parents, appointment by, subject to own life estate, of stock equally among children except eldest son, **67**
- parish clerk, appointment of, **72**
- perpetuities, rule against, avoiding infringement of, **56**
- personalty, life interest in, post-nuptial appointment of, by married woman to husband, **63**
- portion secured by term, appointment of, to daughter, **61**
- power, fraud on, **56**
- general, appointments under, operate as voluntary dispositions *inter vivos*, **55**
- in will, appointment of freeholds under, subject to life estates, **57**
- in strict settlement, post-nuptial appointment of jointure under, **58**
- objects of, alone included in appointment, **56**
- of appointment, special, execution of, **56**
- revocation in appointment by parents among children, **69**
- post-nuptial appointment of personalty by married woman, **65**
- special, appointment under, **56**
- cannot be delegated, **56**
- presentation to a benefice, **71**
- rescission of appointment on ground of mistake, **57**
- revocation of appointment and new appointment, **69**
- power of, in appointment by parents among children, **69**
- post-nuptial appointment of personalty by married woman, **65**

APPOINTMENTS—*continued.*

- settlement duty, exemption from, 55
 - strict, power in, post-nuptial appointment of jointure under, 58
- son, eldest, exclusion of, in appointment by parents, 67
- stock, appointment of, by parents, 67
- term, portion secured by, appointment of, to daughter, 61
- trust funds, share of, appointment of, to daughter of lunatic, 65
- voluntary disposition *inter vivos*, appointments under general power operate as, 55
- will, general power in, appointment of freeholds under, subject to life estates, 57

APPOINTMENTS OF NEW TRUSTEES,

- abroad, trustee who is, appointment of new trustees of strict settlement of freehold in place of, 102
- absconding trustee, appointment by Court in place of, 77
 - position of, 75
- action to administer trust, discharge of trustee by Court without new appointment in, 77
- additional trustee of land settlement under will of testator dying after 1925, appointment of, by executor, 112
- appointment by Court where trustee absconds, 77
 - is bankrupt, 77
 - lunatic, 77
- executor of additional trustee of land settlement under will of testator dying after 1925...112
- executors of trustees of infant's property under A. E. A. 1925, s. 42...98
 - writing not under seal, 80
- in place of lunatic trustee to be with leave of judge or Master in Lunacy, 75
- new, following retirement, reduction in number of trustees on, 77
- of judicial trustees by Court, 80
 - new trustee in place of retiring trustee of will, 87
 - of deed conveying freeholds to trustees on trust for sale, 101
 - covenanting to surrender copyholds to trustees on trust for sale, 101
 - freeholds in place of retiring trustee by continuing trustee, 86
 - personalty under statutory power by continuing and retiring trustees, 82
 - settlement in place of disclaiming trustee, 94
 - of money from sale of real estate, 100
 - under will for purposes of S. L. A. 1925...104
 - strict settlement, made after S. L. A. 1925, came into force, supplemental deed of, 108
 - made before S. L. A. 1925, came into force, 106
 - will in place of disclaiming trustee, 96
 - of real estate for purposes of S. L. A. 1925...110
 - where estate not realised, 96
- trustees of settlement under power vested in lunatic, 97

References to Forms and Precedents are given thus: 329; to Notes thus: 329.

APPOINTMENTS OF NEW TRUSTEES—*continued.*

- appointment of Public Trustee, 78, 79
 - as custodian trustee, **114**
 - sole trustee of settlement in place of two retiring trustees, **113**
 - separate sets of trustees of distinct parts of personalty, **90**
 - power of, donee of, can appoint self, 74
 - statutory, 74
 - to fill vacancy, reduction in number of trustees on, 77
- bankrupt trustee, appointment by Court in place of, 77
 - of trustee of strict settlement of freehold in place of, **102**
 - position of, 75
- clause excluding operation of implied statutory vesting declaration, **88**
- compound settlement, trustees of, under sect. 31 of S. L. A. 1925, who are, 107
- consent to discharge, **90**
 - exercise of power of appropriation by personal representative, 91
- continuing and retiring trustees, appointment of new trustee of personalty by, **82**
- corporation as trustee, 79
- Court, appointment by, where trustee absconds, 77
 - is bankrupt, 77
 - lunatic, 77
 - of judicial trustees by, 80
- discharge of trustee by, without new appointment, in action to administer trust, 77
- trustee appointed by, power of, under sect. 43 of T. A. 1925...106
- custodian trustee, 79
 - appointment of Public Trustee as, **114**
 - Public Trustee as, 79
- declaration, deed of, execution of, under sect. 35 of S. L. A. 1925...104
 - supplemental to principal vesting deed under S. L. A. 1925, s. 35...**109, 110**
 - of desire for discharge, **90**
 - vesting, statutory, implied, clause excluding operation of, **88**
- discharge, consent to, **90**
 - desire for, declaration of, **90**
 - of trustee administer trust, 77
 - by Court without new appointment, in action to without appointment of new trustee, **88**
- disclaimer by trustee of settlement, **94**
 - effect of, 75
- disclaiming trustee, what is, 75
- donee of power of appointment can appoint self, 74
- evidence, conclusive, of matter stated, under sect. 38 of T. A. 1925, what is, 102
- executor, appointment by, of additional trustee of land settlement under will of testator dying after 1925...**112**
- freeholds, new trustee of, appointment of, in place of retiring trustee by continuing trustee, **86**
- incapacity or unfitness, difficulty in proving, appointment where there is, 75
- infancy, incapacity or unfitness because of, 75
- infant, property of, appointment by executors of trustees of, under A. E. A. 1925, s. 42...**98**
- judge or Master in Lunacy, leave of, for appointment in place of lunatic trustee, 75
- judicial trustee, Public Trustee as, 117
 - trustees, appointment of, by Court, 80
 - retirement of, 80
 - who may be, 80

APPOINTMENTS OF NEW TRUSTEES—*continued.*

- land settlement under will of testator dying after 1925, appointment by executor of additional trustee of, **112**
- leasholds, freeholds and, strict settlement of, appointments of new trustees of, **106**
- lunatic, power vested in, appointment of new trustees of settlement under, **97**
 - trustee, appointment by Court in place of, **77**
 - in place of, **75**
 - of trustee of strict settlement of freeholds in place of, **102**
 - is incapable of acting, **75**
- Master in Lunacy, appointment in place of lunatic trustee with leave of, **75**
- mortgage forming part of trust estate, separate transfer of, **93**
- personalty, distinct parts of, appointments of separate sets of trustees of, **90**
 - new trustee of, appointment of, under statutory power, **82**
- power of appointment, donee of, can appoint self, **74**
 - statutory, **74**
 - statutory, appointment of new trustee of personalty under, **82**
- Public Trustee, appointment of, **78, 79**
 - as custodian trustee, **114**
 - sole trustee of settlement in place of two retiring trustees, **113**
 - as custodian trustee, **79**
 - judicial trustee, **117**
 - retirement of, where, is a trustee with one other, **77**
- real estate, settlement of money from, appointment of new trustee of, **100**
- realization of estate, appointment of new trustee of will where there has not been, **96**
- reduction in number of trustees on appointment to fill vacancy, or on new appointment, **77**
- release of retiring trustee, **85**
- retirement and discharge of trustee without appointment of new trustee, **88**
 - of judicial trustees, **80**
- retiring and continuing trustees, appointment of new trustee of personalty by, **82**
 - trustee, release of, **85**
- seal, writing not under, appointment by, **80**
- sets of trustees, separate, of distinct parts of personalty, appointment of, **90**
- settlement, new trustee of, appointment of, in place of disclaiming trustee, **94**
 - trustees of, appointment of, under power vested in lunatic, **97**
 - of land under will of testator dying after 1925, appointment by executor of additional trustee of, **112**
 - money from sale of real estate, appointment of new trustee of, **100**
 - strict, made before S. L. A. 1925, came into force, appointment of new trustee of, **106**
 - of freehold, appointment of three new trustees of, **102**
 - trustee of, disclaimer by, **94**
 - under will, new trustee of, for purposes of S. L. A. 1925, appointment of, **104**
- statutory powers of appointment, **74**
- Stock Exchange investments, separate transfer of, **93**
- transfer, separate, of mortgage forming part of trust estate, **93**
 - Stock Exchange investments, **93**
- trust, action to administer, discharge of trustee in, by Court without new appointment, **77**
- trustee, absconding, position of, **75**
 - additional, of land settlement under will of testator dying after 1925, appointment of, by executor, **112**

APPOINTMENTS OF NEW TRUSTEES—*continued.*

- trustee, bankrupt, position of, 75
 - corporation as, 79
 - discharge of, without appointment of new trustee, **88**
 - disclaiming, what is, 75
 - judicial, appointment of, by Court, 80
 - retirement of, 80
 - who may be, 80
 - new, appointment of, in place of retiring trustee of will, **87**
 - of deed conveying freeholds to trustees on trust for sale,
 - appointment of, **101**
 - covenanting to surrender copyhold to trustees on trust for sale, appointment of, **101**
 - freeholds, appointment of, in place of retiring trustee by continuing trustee, **86**
 - personalty, appointment of, under statutory power, **82**
 - settlement, appointment of, in place of disclaiming trustee, **94**
 - of money from sale of real estate, appointment of, **100**
 - under will, for purposes of S. L. A. 1925, appointment of, **104**
 - strict settlement made before S. L. A. 1925, came into force, appointment of, 106
 - will, appointment of, in place of disclaiming trustee, **96**
 - where estate not realized, **96**
 - of real estate, appointment of, for purposes of S. L. A. 1925...**110**
 - of settlement, disclaimer by, **94**
 - retirement of, without appointment of new trustee, **88**
 - retiring, affirmation by, of desire to retire, 81
 - and continuing, appointment of new trustee of personality by, **82**
 - release of, **85**
 - who is a lunatic, appointment in place of, 75
 - lunatic is incapable of acting, 75
- trustees, number of, reduction in, 77
- unfitness, difficulty in proving, appointment where there is, 75
- vacancy, appointment to fill, reduction in number of trustees on, 77
- vesting declaration, **84**
 - statutory, implied, clause excluding operation of, **88**
 - deed, principal, under S. L. A. 1925, s. 35, deed of declaration supplemental to, **109, 110**
- will, new trustee of, appointment of, in place of disclaiming trustee, **96**
 - retiring trustee, **87**
 - whose estate not realized, **96**
- of real estate, new trustee of, appointment of, for purposes of S. L. A. 1925...**110**
 - testator dying after 1925, settlement under, appointment by executor of additional trustee of, **112**
 - settlement under, appointment of new trustee of, for purposes of S. L. A. 1925...**104**
- writing not under seal, appointment by, **80**

APPRENTICESHIP.

- action upon covenants against apprentice during apprenticeship does not lie, 117
- agreement, repudiation of, by conduct of apprentice, 118
- apprentice, conduct of, repudiation of agreement by, 118
 - death of, provision in case of, **124**

APPRENTICESHIP—*continued.*

- apprentice, misconduct of, affecting covenant of master, 118
- apprenticeship, deed of, how far differs from ordinary service contract, 117
 - indenture of, assignment of, **127**
 - law as to, 117
 - to a corporation is good, 118
 - merchant, articles of, **121**
 - sea service, articles of, **120**
 - trader, articles of, **118**
- articles of apprenticeship to merchant, **121**
 - sea service, **120**
 - trader, **118**
- clerkship to solicitor, **125**
 - not assignable, 127
- assignment of indenture of apprenticeship, **127**
- balance of premium, covenant to pay, 119
- bankruptcy of master, preferential claim of apprentice to payment in case of, 124
- business, change of locality of, 121
- conduct of apprentice, repudiation of agreement by, 118
- consideration, deferred, for instruction, stipulation by infant for, 117—118
- contract of service, ordinary, how far deed of apprenticeship differs from, 117
 - termination of, by notice by apprentice, **123**
- corporation, apprenticeship to, is good, 118
- covenant by father, **118**
 - that apprentice will assist in conducting master's business, **122**
 - deliver accounts, **122**
 - keep books of accounts, **122**
 - not absent himself, **121**
 - serve, **121**
 - to provide necessities, **123**
 - with new master, **127**
- master to employ and instruct apprentice, **123**
 - endorse certificate of service, **119**
 - instruct, **119**
 - pay expenses of journeys, **123**
 - wages, **119, 123**
 - provide board, **119**
 - and lodging or allowance in lieu thereof, **123**
 - take apprentice, **123**
 - new master, **127**
 - of master, misconduct of apprentice affecting, 118
 - to pay balance of premium, 119
- covenants, action upon, against apprentice during apprenticeship does not lie, 117
- death of apprentice, provision in case of, **124**
 - master, provision in case of, **124**
- deed of apprenticeship, how far, differs from ordinary service, contract, 117
- infant may bind self to pay premium for instruction, 117
 - stipulation by, for deferred consideration for instruction, 117—118
- instruction, deferred consideration for, stipulation by infant for, 117—118
 - premium for, infant may bind self to pay, 117
- law as to apprenticeships, 117
- master, bankruptcy of, preferential claim of apprentice to payment in case of, 124
 - covenant of, misconduct of apprentice affecting, 118
 - death of, provision in case of, **124**

APPRENTICESHIP—*continued.*

- master, provision of medical attendance by, **123**
- medical attendance, provision of, by master, **123**
- merchant, apprenticeship to, articles of, **121**
- misconduct of apprentice affecting covenant of master, **118**
- notice by apprentice, termination of contract by, **123**
- payment, preferential claim of apprentice to, on bankruptcy of master, **124**
- premium, balance of, covenant to pay, **119**
 - for instruction, infant may bind self to pay, **117**
 - recovery of, on death of master, **124**
- repudiation of agreement by conduct of apprentice, **118**
- sea service, apprenticeship to, articles of, **120**
- service, contract of, how far deed of apprenticeship differs from, **117**
- "serving," meaning of, **121**
- solicitor, articles of clerkship to, **125**
 - not assignable, **127**
- termination of contract by notice by apprentice, **123**
- trader, apprenticeship to, articles of, **118**
- "unreasonable provisions," what are, **118**

ARBITRATION,

- absence of one party, hearing of evidence of other in, **131**
- account, matters of, between creditor and debtors, agreement to refer to arbitrators, **135**
- accountant, power to arbitrators to employ, **137**
- accounts, investigation of, by arbitrators, **136**
- action, discontinuance and dismissal of, with or without costs, **136**
- affidavit of documents, power of arbitrator to order, **129**
- affirmation, taking of, by arbitrator, **129**
- agreement between vendor and purchaser to refer disputes to one arbitrator, **133**
 - to perform award, **136**
 - refer to arbitrators matters of account between creditor and debtors where balance admitted due, **135**
- Agricultural Holdings Act, 1923, arbitration under, **131**
- ancillary powers, **130**
- appointment of arbitrator, notice by landowner to company to concur in, **140**
 - request to company to concur in, **141**
 - under arbitration clause in articles of partnership, **139**
 - further arbitrator by acting arbitrator, when possible, **129**
 - joint arbitrator by two arbitrators, **145**
 - single arbitrator by landowner and railway company, **141**
 - umpire by arbitrators, **146, 147**
- alternative form, award made in, as special case, **130**
- arbitration bond, common, general condition of, **138**
 - clause in articles of partnership, appointment of arbitrator under, **139**
 - commercial tribunal of, statement of case by, Court can require, **130**
 - expenses of, **137**
 - settlement by, notice by landowner to have, **140**
 - of amount of compensation, statement of desire for, **141**
 - submission to, irrevocable, **128**
 - under Agricultural Holdings Act, 1923...**131**
 - Housing of the Working Classes Act, 1890...**131**
 - London Building Act, 1894...**131**
 - Public Health Act, 1875...**131**

ARBITRATION—*continued.*

- arbitrator, acting, appointment by, of further arbitrator, 129—130
 - appointment of, notice by landowner to company to concur in, **140**
 - request to company to concur in, **141**
 - under arbitration clause in articles of partnership, **139**
 - as witness before umpire, 132
 - award of, for mutual releases, **147**
 - payment of money and for mutual releases, **147**
 - greater or lesser sum by, **136**
 - discretion of, as to costs, 128
 - further, appointment of, by acting arbitrator, 129—130
 - joint, appointment of, by two arbitrators, **145**
 - notice by, to produce documents, **143**
 - one, agreement between vendor and purchaser to refer disputes to, **133**
 - power of, to order affidavit of documents, 129
 - single, appointment of, by landowner and railway company, **141**
- arbitrators, notice by, to umpire of disagreement, **144**
- articles of partnership, arbitration clause in, appointment of arbitrator under, **139**
- award against Crown, 131
 - agreement to perform, **136**
 - by umpire of compensation for lands taken by railway company, **150**
 - date for, **136**
 - made in alternative form as special case, 130
 - of arbitrator for mutual releases, **147**
 - payment of money and for mutual releases, **147**
 - dissolution of partnership, **149**
 - greater or lesser sum by arbitrator, **136**
 - power of arbitrator to correct, 130
 - statement of, by arbitrator as case for opinion of Court, 130
 - time for, enlargement of, by arbitrators, **144**
 - power of Court to enlarge, 144
- balance, admission of, to be due, in agreement to refer matters of account between creditor and debtors to arbitration, **135**
- bond, submission by, from one to one, in common form, **138**
- books, inspection of, by parties to arbitration agreement, **137**
- breach of restrictive covenant, claim by landowner for compensation for, 142
- case for opinion of Court, statement by arbitrator of award as, 130
- claim by landowner for compensation for breach of restrictive covenant, 142
 - for compensation, notice of, by landowner, **140**
 - repudiation of, effect of, 129
- commercial tribunal of arbitration, statement of case by, Court can require, 130
- company, notice to, by landowner to concur in appointment of arbitrator, **140**
 - railway, award by umpire of compensation for land taken by, **150**
 - landowner and, appointment of single arbitrator by, **141**
 - request to concur in appointing arbitrator, **141**
- compensation, amount of, claimed, statement of, **140—141**
 - settlement of, by arbitration, statement of desire for, **141**
 - claim for, notice of, by landowner, **140**
 - for breach of restrictive covenant, claim by landowner for, 142
 - land taken by railway company, award by umpire, of, **150**
- condition, general, of common arbitration bond, **138**

ARBITRATION—*continued*.

- costs, discretion of arbitrator as to, 128
 - provision as to, under Lands Clauses Consolidation Act, 1845, s. 34... 152
- counsel, opinion of, power of arbitrator to take, 134
- Court can require commercial tribunal of arbitration to state case, 130
 - case for opinion of, statement by arbitrator of award as, 130
 - enforcement of reference by, 129
 - enlargement by, of time for award, 144
 - power of, to stay legal proceedings, 129
- covenant, restrictive, breach of, claim by landowner for compensation for, 142
- Crown, award against, 130
- date for award, **136**
- deceased person, estate of, power of personal representative to submit to arbitration questions affecting, 132
- deed, execution of, power of arbitrator to direct, 134
- disagreement, notice of, to umpire by arbitrators, **144**
- discharge of arbitrators in revocation of submission, **145**
- discontinuance and dismissal of action with or without costs, **136**
- discretion of arbitrator as to costs, 128
- dismissal of action with or without costs, **136**
- dissolution of partnership, award of, **149**
- documents, notice to produce, by solicitor of party to arbitration, **143**
 - production of, enforcement of requirement of arbitrator for, **144**
 - notice by arbitrator for, **143**
 - power of arbitrators to require, 137
- enlarged time, provision as to, 139
- enlargement of time for award by arbitrators, **144**
 - Court, 144
- error, clerical, in award, correction of, by arbitrator, 130
- evidence of one party in absence of other, hearing of, 131
- ex parte*, powers to arbitrators to proceed, after notice to party causing delay, **137**
- examination of parties, power of arbitrators for, 137
- execution of deeds, power of arbitrator to direct, 134
- expenses of arbitration, **137**
- fact, law and, rulings on, arbitrator must distinguish clearly between, 132
- forms for proceedings, 131
- Housing of the Working Classes Act, 1890, arbitration under, 131
- inspection of books by parties to arbitration agreement, **137**
- insurance, policy of, effect of misstatements in, 129
- interest in lands, statement of, **140**
- irrevocable, submission to arbitration is, 128
- joint arbitrator, appointment of, by two arbitrators, **145**
- judge, power of, to stay legal proceedings, 129
- land taken by railway company, award by umpire of compensation for, **150**
- landowner and railway company, appointment of single arbitrator by, **141**
 - claim by, for compensation for breach of restrictive covenant, 142
 - notice by, of claim for compensation, **140**
 - to company to concur in appointment of arbitrator, **140**
 - have settlement by arbitration, **140**
- lands, interest in, statement of, **140**
- law and fact, rulings on, arbitrator must distinguish clearly between, 132
- legal proceedings, power of Court or judge to stay, 129
- London Building Act, 1894, arbitration under, 131
- misstatements in policy of insurance, effect of, 129
- money, payment of, award of arbitrator for, **147**

ARBITRATION—*continued*.

- notice by arbitrator to produce documents, **143**
 - arbitrators to umpire of disagreement, **144**
 - landowner of claim for compensation, **140**
 - to company to concur in appointment of arbitrator, **140**
 - have settlement by arbitration, **140**
 - to party causing delay, power to arbitrators to proceed *ex parte* after, **137**
 - produce documents by solicitor of party to arbitration, **143**
- number of arbitrators, provisions as to, 128
- oath, administration of, by arbitrator, 130
- official referee, reference to, 129
- opinion of counsel, power of arbitrator to take, 134
- partnership, articles of, arbitration clause in, appointment of arbitrator under, **139**
 - dissolution of, award of, **149**
- payment of money, award of arbitrator for, **147**
- personal representative, power of, to submit to arbitration questions affecting estate, 132
- petition of right, 129
- plans, power for arbitrator to make, **134**
- policy of insurance, misstatements in, effect of, 129
- power of arbitrator to correct award, 130
 - direct execution of deeds, 134
 - make plans and employ surveyor, **134**
 - order affidavit of documents, 129
 - take opinion of counsel, 134
- arbitrators to examine parties, 137
 - require production of documents, 137
- Court or judge to stay legal proceedings, 129
 - to enlarge time for award, 144
- to arbitrators to employ accountant, **137**
 - proceed *ex parte* after notice to party causing delay, **137**
- powers, ancillary, 130
- procedure, summary, use of, 130
- proceedings, forms for, 131
 - legal, power of Court or judge to stay, 129
 - stay of, **137**
- production of documents, enforcement of requirement of arbitrator, for, 144
 - notice by arbitrator for, **143**
 - for, by solicitor of party to arbitration, **143**
 - power of arbitrators to require, 137
- Public Health Act, 1875, arbitration under, 131
- purchaser, vendor and, agreement between, to refer disputes to one arbitrator, **133**
- railway company, land taken by, award by umpire of compensation for, **150**
 - landowner and, appointment of single arbitrator by, **141**
- referee, official, reference to, 129
- reference, enforcement of, by Court, 129
- releases, mutual, award of arbitrator for, **147**
- rent, payment of, questions to arbitrator as to, 131
- repudiation of claim, effect of, 129
- revocation of submission, **145**
- rulings on law and fact, arbitrator must distinguish clearly between, 132
- settlement by arbitration, notice by landowner to have, **140**
 - of amount of compensation, desire for, statement of, **141**
- solicitor of party to arbitration, notice by, to produce documents, **143**

ARBITRATION—*continued*.

- special case, award made in alternative form as, 130
- statement of amount of compensation claimed, **140—141**
 - desire for settlement by arbitration of amount of compensation, **141**
 - interest in lands, **140**
 - matters intended to be referred, 134
- stay of proceedings, **137**
- submission by bond from one to one in common form, **138**
 - revocation of, **145**
 - to arbitration irrevocable, 128
 - what is, 131
- summary procedure, use of, 130
- surveyor, power for arbitrator to employ, **134**
- time, enlarged, provision as to, 139
 - for award, enlargement of, by arbitrators, **144**
 - power of Court to enlarge, 144
- tribunal, commercial, of arbitration, statement of case by, Court can require, 130
- umpire, appointment of, by arbitrators, **146, 147**
 - award and final determination of, provision as to, 139
 - by, of compensation for land taken by railway company, **150**
 - notice to, by arbitrators of disagreement, **144**
 - witness before, arbitrator as, 132
- vendor and purchaser, agreement between, to refer disputes to one arbitrator, **133**
- witness before umpire, arbitrator as, 132
- witnesses, two, to award or umpirage, 148

ARBITRATION CLAUSE. *See* various titles.

ATTESTATION,

- attestation of deed executed by committee of lunatic, **156**
 - party for self and as attorney, **157**
 - under power of attorney, **156**
- or instrument under seal, **153**
- execution of deed by blind person, **155**
 - company or corporation with common seal, **153**
 - deaf mute, **155**
 - illiterate person, **156**
 - where interlineations noticed in previous attestation, **155**
 - with interlineations, erasures, or obliterations, **154**
 - instrument not under seal, **152**
- attorney, deed executed by party for self and as, attestation of, **157**
 - delivery of deed by, mode of, 156
 - power of, attestation of deed executed under, **156**
- blind person, execution of deed by, attestation of, **155**
- committee of lunatic, deed executed by, attestation of, **156**
- common seal, company or corporation with, execution of instrument or deed by, attestation of, **153**
- company or corporation with common seal, execution of instrument or deed by, attestation of, **153**
- corporation with common seal, execution of instrument or deed by, attestation of, **153**
- deaf and dumb person, execution of deed by, attestation of, **155**
- deed executed by committee of lunatic, attestation of, **156**
 - party for self and as attorney, attestation of, **157**
 - under power of attorney, attestation of, **156**
- execution of, by blind person, attestation of, **155**

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

ATTESTATION—*continued.*

- deed, execution of, by company or corporation with common seal, attestation of, **153**
 - illiterate person, attestation of, **156**
 - or instrument under seal, attestation of, **153**
 - with interlineations, erasures, or obliterations, attestation of, **154**
- deeds, delivery of, **154**
- delivery of deed by attorney, mode of, **156**
 - deeds, **154**
- erasures, deed with, attestation of execution of, **154**
 - effect of, after execution, **154**
- execution, effect of erasures after, **154**
 - of deed by blind person, attestation of, **155**
 - deaf mute, attestation of, **155**
 - with interlineations, erasures, or obliterations, attestation of, **154**
 - instrument or deed by company or corporation with common seal, attestation of, **153**
- illiterate person, execution of deed by, attestation of, **156**
- instrument not under seal, attestation of, **152**
 - or deed, execution of, by company or corporation with common seal, attestation of, **153**
 - under seal, attestation of, **153**
- interlineations, deed with, attestation of execution of, **154**
 - noticed in previous attestation, attestation of execution of deed where, **155**
- lunatic, committee of, attestation of deed executed by, **156**
- obliterations, deed with, attestation of execution of, **154**
- power of attorney, deed executed under, attestation of, **156**
- seal, common, company or corporation with, execution of instrument or deed by, attestation of, **153**
 - deed or instrument under, attestation of, **153**
 - instrument not under, attestation of, **152**

ATTORNEY, POWERS OF,

- abatement, power of attorney to consent to, **167**
- abroad, absence, delegation of trust by executor or trustee during, **712**
 - attorney to execute deed, company may appoint, **159**
 - executor, power of attorney by, to prove will in England, **168**
 - person going, power of attorney by (short form), **181**
 - power of attorney before going, from person with estates in England, **176**
- absence abroad, delegation of trust during, by executor or trustee, **712**
- accounts, power to adjust, **175**
 - settle, **178**
- action for rents or other moneys, power to bring, **178**
 - power to appear to, **179**
 - bring, **161**
- administration, power of attorney to obtain, **171**
 - to intestate in India, power of attorney to take out, **169**
 - with will annexed, power to obtain, **174**
- affidavit of declaration verifying power of attorney, **158**
- agent, power to employ, **182**
- agreement to ratify acts of attorney, **163**
- appear to actions, power to, **179**
- appointment by attorney of substitutes, **185**
- arbitration, power to submit to, **168**
- arrangements with creditors, power to make, **179**

ATTORNEY, POWERS OF—*continued.*

- attorney, acts of, agreement to ratify, **163**
- appointment of substitutes by, **184**
- company cannot delegate discretionary power to, **158**
- for purely ministerial purposes, company may appoint, **158**
- power of, affidavit of declaration verifying, **158**
- authority to execute deed to be given by, **157**
- by executor abroad to prove will in England, **168**
- person going abroad (short form), **181**
- personal representatives in England to persons in colony to take possession of property of testator, **173**
- declaration of attesting witness to, **187**
- deposit of, in Central Office of Supreme Court, **158**
- or retention of purchase-money where conveyance to be executed by, **158**
- execution of, by trustee in bankruptcy, **159**
- exhaustion of, through change of circumstances, **159**
- from person with estates in England before going abroad, **176**
- revocation of, **157**, **186**
- to alter dividends, **181**
- consent to abatement, **167**
- direct payment of dividends, **181**
- draw cheques, **181**
- execute bonds, **171**
- conveyances, **171**
- deed, **164**
- give bond to executors to refund, **167**
- indorse cheques, **181**
- obtain administration, **171**
- receive legacy, **167**
- recover debt, **165**
- variation of, **166**
- sell estate, **171**
- take out administration to intestate in India, **169**
- to execute deed abroad, company may appoint, **159**
- authority to execute deed to be given by power of attorney, **157**
- bailiff, power to appoint, **177**
- balances, declaration to pay over, **184**
- bankruptcy, power to prove debts in, **178**
- bill, power to draw, **162**
- bond, power of attorney to execute, **171**
- to refund, power of attorney to give, **167**
- borrow money, power to, **179**
- Central Office of Supreme Court, deposit of powers of attorney in, **158**
- certificate of mayor or notary verifying declaration of attesting witness to power, **188**
- cheques, power of attorney to draw, **181**
- indorse, **181**
- clause, indemnity, **163**
- colony, debt in, declaration to accompany power to recover, **186**
- persons in, power of attorney to, by personal representatives in England, to take possession of property of testator, **173**
- commencement and witnessing part, **161**
- company cannot delegate discretionary power to attorney, **158**
- may appoint attorney for purely ministerial purposes, **158**
- to execute deed abroad, **159**
- compromise, power to, **175**
- conveyance, power of attorney to execute, **171**

ATTORNEY, POWERS OF—*continued.*

conveyance to be executed by power of attorney, deposit or retention of purchase-money where, 158

covenant by donor of power of attorney not to hinder from receiving rents, 184

to repay mortgage moneys, 183

for further assurance, 184

not to hinder from receiving rents, 184

to repay mortgage moneys, 183

creditor, power to, to receive rents of freehold houses as security for loan, 182

creditors, arrangements with, power to make, 179

death of attorney, appointment of another attorney in case of, 164

debt in British colony, declaration to accompany power to recover, 186

power of attorney to recover, 165

variation of, 166

debts, power to prove, in bankruptcy, 178

declaration, affidavit of, verifying power of attorney, 158

of attesting witness to power, certificate of mayor or notary verifying, 188
of attorney, 187

trusts of moneys, 184

to accompany power to recover debt in British colony, 186

pay over balances, 184

rates and outgoings, 184

deed, power of attorney to execute, 164

defend suits, power to, 168

delegation of discretionary power to attorney by company impossible, 158

power involving exercise of personal discretion impossible, 157

trust by executor or trustee during absence abroad, 712

deposit or retention of purchase-money on sale where conveyance to be executed under power of attorney, 158

determine leases, power to, 177

discharge, power to give, 175

discretion, personal, power involving exercise of, cannot be delegated, 157

distress for rent, power of, 178

dividends, payment of, power of attorney to direct, 181

power of attorney to alter, 181

enforce or resist claims, power to, 161

England, estates in, person with, power of attorney from, before going abroad, 176

personal representatives in, power of attorney by, to persons in colony to take possession of property of testator, 173

will in, power of attorney by executor abroad to prove, 168

enter, power to, by virtue of powers in leases, 177

estate, power of attorney to sell, 171

to mortgage, 179

execute bonds, power of attorney to, 171

deed, power of attorney to, 164

instruments, power to, 162

leases, power to, 177

execution of deed, authority for, to be given by power of attorney, 157

power of attorney by trustee in bankruptcy, 159

executor, delegation of trust by, during absence abroad, 712

exhaustion of power of attorney through change of circumstances, 159

expenses, power to pay, out of moneys received, 180

freehold houses, rents of, as security for loan, power to creditor to receive, 182

further assurance, covenant for, 184

general words, 162

ATTORNEY, POWERS OF—*continued.*

- incapacity of attorney, appointment of another attorney in case of, **164**
- indemnity clause, **163**
- India, intestate in, administration to, power of attorney to take out, **169**
- interest, power to keep down, **180**
- intestate in India, administration to, power of attorney to take out, **169**
- invest, power to, **182**
- irrevocable, absolutely, when power of attorney may be made, under sect. 126 of L. P. A. 1925...**158**
- lease, power to determine, **177**
 - execute, **177**
- legacy, power of attorney to receive, **167**
- let or manage estates, power to, **177**
- loan, security for, rents of freehold houses as, power for creditor to receive, **182**
- manage estate till sale, power to, **172**
 - estates, power to, **177**
- mayor, certificate of, verifying declaration of attesting witness to power, **188**
- ministerial purposes, company may appoint attorney for; **158**
- money, action for, power to bring, **178**
 - power to borrow, **179**
 - receive, **162**
- moneys received, power to pay expenses out of, **180**
 - trusts of, declaration of, **184**
- mortgage estate, power to, **179**
- "naked powers," what are, **157**
- notary, certificate of, verifying declaration of attesting witness to power, **188**
 - execution of power before and authentication of power by, **172**
- personal representatives in England, power of attorney by, to persons in colony to take possession of property of testator, **173**
- power, declaration of attesting witness to, certificate of mayor or notary verifying, **188**
 - discretionary, company cannot delegate, to attorney, **158**
 - involving exercise of personal discretion cannot be delegated, **157**
 - of attorney, attesting witness to, declaration of, **187**
 - by executor abroad to prove will in England, **168**
 - person going abroad (short form), **181**
 - personal representatives in England to persons in colony to take possession of property of testator, **173**
 - from person with estates in England before going abroad, **176**
 - revocation of, **186**
 - to alter dividends, **181**
 - consent to abatement, **167**
 - direct payment of dividends, **181**
 - draw cheques, **181**
 - execute bonds, **171**
 - conveyances, **171**
 - give bond to executors to refund, **167**
 - indorse cheques, **181**
 - obtain administration, **171**
 - receive legacy, **167**
 - recover debt, **165**
 - variation of, **166**
 - sell estate, **171**
 - take out administration to intestate in India, **169**
 - power to register, **172**
 - to adjust accounts, **175**
 - appear to actions, **179**

ATTORNEY, POWERS OF—*continued.*

- power to appoint bailiffs, **177**
 - substitutes, **162—163**
- borrow money, **179**
- bring action for rents or other moneys, **178**
 - actions, **161**
 - suits, **167**
- compromise, **175**
- creditor to receive rents of freehold houses as security for loan, **182**
- defend suits, **168**
- determine leases, **177**
- distrain for rent, **178**
- draw bills, **162**
- employ agents, **182**
- enforce or resist claims, **161**
- enter by virtue of powers in leases, **177**
- execute instruments, **162**
 - leases, **177**
- give discharges, **175**
 - receipts, **162**
- invest, **182**
- keep down interest, **180**
- let or manage estates, **177**
- make arrangements with creditors, **179**
- manage estate till sale, **172**
- mortgage estate, **179**
- obtain administration with will annexed, **174**
- pay expenses out of moneys received, **180**
- prove debts in bankruptcy, **178**
- receive money, **162**
- recover debt in British colony, declaration to accompany, **186**
- register power, **172**
- settle accounts, **178**
- submit to arbitration, **168**
- vote at meetings, **162**
- purchase-money, deposit or retention of, on sale where conveyance to be executed under power of attorney, **158**
- rates and outgoing, declaration to pay, **184**
- ratify acts of attorney, agreement to, **163**
- receipt, power to give, **162**
- recover debt, power of attorney to, **165**
 - variation of, **166**
- refund, bond to, power of attorney to give, **167**
- refusal of attorney, appointment of another attorney in case of, **164**
- rent, action for, power to bring, **178**
 - power to distrain for, **178**
- rents of freehold houses as security for loan, power to creditor to receive, **182**
- resist claims, power to, **161**
- revocation of power of attorney, **157, 186**
 - to be under seal, **186**
- sale, deposit or retention of purchase-money on, where conveyance to be executed by power of attorney, **158**
 - power to manage estate till, **172**
- seal, revocation to be under, **186**
- security for loan, rents of freehold houses as, power to creditor to receive, **182**
- sell estate, power of attorney to, **171**
- stamp duties on powers of attorney, **159—160**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

ATTORNEY, POWERS OF—*continued.*

- substitute, power to appoint, **162—163**
- substitutes, appointment of, by attorney, **185**
- suit, power to bring, **167**
 - defend, **168**
- Supreme Court, Central Office of, deposit of powers of attorney in, **158**
- tenant for life, variation for, in delegation of trust by executor or trustee
 - during absence abroad, **712**
- testimonium of deed executed by attorney, **165**
- trust, delegation of, by executor or trustee during absence abroad, **712**
- trustee, delegation of trust by, during absence abroad, **712**
 - in bankruptcy, execution of power of attorney by, **159**
- trusts of moneys, declaration of, **184**
- variation for tenant for life in delegation of trust by executor or trustee
 - during absence abroad, **712**
 - of power of attorney to recover debt, **166**
- vote at meetings, power to, **162**
- will annexed, administration with, power to obtain, **174**
 - in England, power of attorney by executor abroad to prove, **168**
- witness, attesting, to power, declaration of, certificate of mayor or notary
 - verifying, **188**
 - of attorney, declaration of, **187**
- witnessing part, commencement and, **161**
- words, general, **162**

BONDS,

- account, balance due on, bond to secure, **197**
- agreement, bond to perform, **201**
 - that contingent sum be secured by bond, **197**
 - partly paid instalments shall be partial discharge of debt, **196**
- annuity for life of grantor, bond to secure, **205**
 - life, to husband, wife, and survivor, bond to secure, **207**
 - repurchase of, by grantor of bond, **206**
- balance due on account, bond to secure, **197**
- bankers, bond from principal and sureties to, **197**
- bond, agreement that contingent sum be secured by, **197**
 - condition of, from one to one, to pay money and interest, **193**
 - for faithful service of clerk to partners, **199**
 - from builders and sureties to perform contract to build school and repair and alter house, **202**
 - principal and sureties to bankers to secure balance due on account, **197**
 - in restraint of trade, **203**
 - lost, obligor of, bond of indemnity to, **209**
 - of indemnity from vendor to purchaser against loss of title deeds, **208**
 - to obligor of lost bond, **209**
 - post obit*, **196**
 - to pay by instalments sum to be in full discharge of larger debt, **195**
 - money and interest in one sum or by instalments, **193**
 - perform agreement, **201**
 - secure annuity for life of grantor, **205**
 - life annuity to husband, wife, and survivor, **207**
 - builders and sureties, bond from, to perform contract to build school and repair and alter house, **202**
 - clerk, faithful service of, to partners, bond for, **199**
 - not to embezzle, **200**
 - condition of bond, from one to one, to pay money and interest, **193**
 - debt, larger, bond to pay by instalments sum to be in full discharge of, **195**
 - partial discharge of, partly paid instalments to be, **196**

BONDS—*continued.*

- deeds, title, loss of, bond of indemnity against, **208**
- embezzlement by clerk, conditions against, **200**
- house, contract to repair and alter, bond from builders and sureties to perform, **202**
- indemnity against loss of title deeds, bond of, **208**
 - bond of, to obligor of lost bond, **209**
- instalments partly paid to be partial discharge of debts, **196**
- interest, money and, bond to pay, in one sum or by instalments, **193**
- liability of sureties, limitation on, **201**
- limitation on liability of sureties, **201**
- loss of title deeds, bond of indemnity against, **208**
- money and interest, bond to pay, in one sum or by instalments, **193**
- obligation, common, from one to one, **193**
- obligor of lost bond, bond of indemnity to, **209**
- partners, faithful service of clerk to, bond for, **199**
- post obit* bond with surety to secure sum should vendor survive his father, **196**
- principal and sureties, bond from, to bankers, **197**
- repurchase of annuity by grantor of bond, **206**
 - life annuity, proviso for, **207**
- restraint of trade, bond in, **203**
- school, contract to build, bond from builders and sureties to perform, **202**
- service, faithful, of clerk to partners, bond for, **199**
- stamp duties on, 190—192
- sureties, liability of, limitation on, **201**
 - principal and, bond from, to bankers, **197**
- surety, *post obit* bond with, **196**
- title deeds, loss of, bond of indemnity against, **208**
- trade, bond in restraint of, **203**

CONDITIONS OF SALE,

- absolute or good leasehold title, leaseholds with, **303**
 - title, freeholds registered with, **302**
- abroad, documents recorded, evidence of, **213**
 - trustees for sale where consenting beneficiary is, **287**
- abstract, delivery of, small purchasers not entitled to, **257**
 - under statutory conditions of sale, **251—252**
 - of old lease as root of title, vendor to furnish, **257**
 - perfect, what is, **223**
- access, means of, purchasers to be deemed to have knowledge of, **280**
- action, evidence of, not to be required, **261—262**
- actions for non-payment of rent, indemnity to vendors for, **232**
- admission to or surrender of copyholds, condition as to, **258**
- advances in bidding to be fixed by auctioneer, **254**
- age, evidence of, **243**
- agent for purchaser, auctioneer may sign as, **226**
- allotment under inclosure award, condition as to commencement of title to, **258**
 - objection or requisition as to, not to be made, **262**
- alterations in sale plan, reservation by vendor of right to make, **255**
- annuitant, death of, evidence of, not to be required, **263**
- annuities, conditions of sale of, **240**
- annuity, arrears of, payment of, to be presumed, **266**
 - bond, production of, not to be required, **262**
 - charged on income of trust funds, **244**
 - for lives under will or marriage settlement not annuity within sects. 4 (5) and 10 of L. C. A. 1925...**282**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

CONDITIONS OF SALE—*continued*.

- appointment of trustees of building society, no requisition to be made as to, **262**
 - title commencing with, condition as to, **259**
- apportionment, **280—286**
 - of incoming rents, **221**
 - land tax, vendor not to be required to obtain, **284**
 - rents and outgoings, **229**
 - of leaseholds, **287—295**
 - tithe rentcharge, condition as to, **284**
- arrangement of lots, special condition as to, **255**
- assign, licence to, vendor to try and obtain, from lessor, **230**
- assurance, policies of, conditions of sale of, **240**
 - unregistered, vendor holding under, condition as to, **303—304**
- attorney, power of, sect. 45 of L. P. A. 1925, as to, **270**
 - evidence of, not to be required, **270**
- auctioneer may sign as agent for purchaser, **226**
- authority, local, taking over of road by, **240**
- award, inclosure, allotment under, condition as to commencement of title to, **258**
 - binding on all persons, **258**
- awards, boundaries under, condition as to, **275**
- balance of purchase-money, interest on, payment of, by purchaser in possession, **256**
- bank, deposit of purchase-money in, by purchaser, **251**
- bidding, advances in, to be fixed by auctioneer, **254**
 - first, to be fixed by auctioneer, **254**
 - mode of, auctioneer to declare, immediately before sale, **254**
 - reserved, special condition as to, **255**
- biddings, **216**
 - refusal of, special condition as to, **255**
- bond, annuity, production of, not to be required, **262**
- boundaries of manors, condition as to, **274**
 - under inclosure awards, condition as to, **275**
- bridges, repair of, **222**
 - repairs of, condition as to, **283—284**
- building estate, conditions of sale of, under building scheme, **233**
 - residents on, schedule of stipulations for protection and advantage of, **238—240**
 - line, delimitation of, **238**
 - restrictive covenants as to, **284**
 - scheme, conditions of sale of building estate under, **233**
 - details of, **234—235**
 - framing of restrictive covenants in absence of, **233**
 - what constitutes, **233**
 - society, appointment of trustees of, no requisition to be made as to, **262**
 - constitution of, no requisition to be made as to, **262**
 - mortgage to, validity of receipt on redemption of, to be assumed, **262**
- calls, payment of, **245**
- certificate of surveyor as to completion, **214**
- charge, concurrence of executors to release, **290**
 - floating, sale by company of land comprised in, condition as to, **263**
 - registered, sale by proprietor of, **304**
- charges, **280—286**
 - affecting property, **219**
- chief rents, sale subject to, **222**
- claims of outgoing tenants to be discharged by purchaser, **255**

CONDITIONS OF SALE—*continued*.

- company, industrial, constitution and powers of, no requisition to be made as to, **262**
- sale by, of land comprised in floating charge, **263**
- compensation for damage by game, condition as to, **278**
 - misdescription, **286—287**
- completion as to separate lots, **226**
 - by registered transfer, **305**
 - certificate of surveyor as to, **214**
 - conditions as to, **228**
 - delivery of possession to purchaser before, **256**
 - expenses incurred by vendor before, **279—286**
 - of purchase, **217**
 - possession before, special condition as to, **255**
- condition as to admission and surrender of copyholds, **258**
 - special, as to commencement of title to allotment under inclosure award, **258**
 - general form of commencement of title, **258**
- conditions, general, of sale of copyholds, **216**
 - freeholds, **216**
 - non-compliance with, resale of property by vendor on, **226**
 - notice of, to be indorsed on title deed, **237**
 - of sale by tender, **248**
 - of annuities, **240**
 - building estate under building scheme, **233**
 - debentures, **245**
 - furniture, **247**
 - leaseholds, **228**
 - policies of assurance, **240**
 - reversionary interests, **240**
 - shares, **245**
 - stock, **245**
 - special, **254—297**
 - statutory form of, **250—253**
 - special, as to commencement of title, **258—261**
- conduct of sale, **216**
- consent in writing to improvements by tenant, **220**
- contingent reversion, description of, in conditions of sale, **243—244**
- contract, memorandum of, for indorsement, **226**
 - rescission of, repayment of deposit money on, **253**
- contracts for sale of land by correspondence, statutory conditions of sale will apply to, **250**
- conveyance, contents of, **287—295**
 - execution of, **287—295**
 - form of, **287—295**
 - free, purchaser accepting title to be entitled to, **289**
 - of lands to railway company, commencement of title with, condition as to, **260—261**
 - leaseholds sold in lots, form of, **291—292**
 - undivided moiety, commencement of title with, condition as to, **260**
 - preparation of, statutory conditions of sale as to, **253**
 - voluntary, title under, condition as to, **272—273**
- copies of documents, purchaser to pay expenses of making, **273**
- copyholds, admission to, condition as to, **258**
 - general conditions of sale of, **216**
 - surrender of, condition as to, **258**
- correspondence, contracts by, for sale of land, statutory conditions of sale will apply to, **250**
- costs of litigation pending at time of rescission, **223**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

CONDITIONS OF SALE—*continued*.

- counterparts of leases, production of, **231**
- covenants by vendors as trustees, **232**
 - for title by tenant for life where no condition, **287**
 - in lease, indemnity against, from purchaser to vendor, **271**
 - underlease, condition as to, **272**
 - of lessee, possession to be evidence of performance of, **265**
 - restrictive, as to building, **284**
 - framing of, where no building scheme, **233**
 - to observe stipulations, conveyance to contain, **293**
- crops, **275—279**
 - not removed by vendor, purchaser to take at valuation, **278**
 - option to take, purchaser to declare, **277**
- Crown grant, evidence of, not to be required, **263**
- custody of deeds and documents of title, **295—297**
 - documents of title on sale in one lot, **225**
 - several lots, **225**
- damage by game, condition as to compensation for, **278**
- dangerous trade, condition against, **239**
- date for delivery of tenders, **248**
- death duties, sale subject to, **241**
 - of annuitant, evidence of, not to be required, **263**
- debenture holders, concurrence of, in sale not to be required, **263**
 - trustees of, concurrence of, in sale not to be required, **263**
- debentures, conditions of sale of, **245**
 - objection or requisition as to, not to be made, **263**
- declaration to be evidence of payment of legacies, **266**
- deed, missing, evidence of, attested copy to be, **263—264**
 - recitals in subsequent deed to be, **264**
- deeds, custody of, **295—297**
 - not in possession of vendor not to be required, **263**
 - which vendor cannot produce, **274**
- defects, disclosure of, right of purchaser to, **219—220**
- delay, payment of interest by purchasers in case of, **218**
- delivery of abstract, small purchasers not entitled to, **257**
 - under statutory conditions of sale, **251—252**
 - possession to purchaser before completion, **256**
 - requisitions, time for, **222**
 - tenders, date for, **248**
- deposit, forfeiture of, **226**
 - money, repayment of, on rescission of contract, **253**
 - of purchase-money in bank by purchaser, **251**
 - payment of, **216, 228**
- dilapidations, purchaser to pay for, if sale annulled, **256**
- discrepancies, condition as to, **274**
- distress, mutual powers of, **292**
- dividends, payment of, **245**
- documents of title, custody of, on sale in one lot, **225**
 - several lots, **225**
 - recorded abroad, evidence of, **213**
- drainage, right of, sale subject to, **222**
- drains, repair of, **222**
 - reservation by vendors of right to make, **240**
- duties, death, sale subject to, **241**
- duty, estate, certificate of discharge to be evidence of payment of, **267**
 - succession, covenant for indemnity against, condition as to, **268**
- easements, **280—286**
 - creation of, condition as to, **281**
 - not known to vendor, **219**

CONDITIONS OF SALE—*continued.*

- easements, passing of, on sale of portion of a tenement, 281
- sale subject to, **222**
- entry, effect of, on right of purchaser to receive and retain rents and profits, 256
- into possession before conveyance amounts to waiver of objections to title, 256
- error, condition as to, **222**
- estate duty, certificate of discharge to be evidence of payment of, **267**
- evidence as to land taken in exchange not to be required, **264**
 - possessory title, statutory declaration to be, **269**
 - of action not to be required, **261—262**
 - age, **243**
 - change of number in street not to be required, **275**
 - Crown grant not to be required, **263**
 - death of annuitant not to be required, **263**
 - documents recorded abroad, 213
 - exemption from tithe, condition as to, **272**
 - freedom from land tax, **264**
 - missing deed, attested copy to be, **263—264**
 - recitals in subsequent deed to be, **264**
 - payment of legacies, declaration to be, **266**
 - pedigree, statutory declaration to be, 267
 - performance of covenants of lessee, possession to be, **265**
 - policy of assurance on life of third person, condition as to, **269**
 - possibility of issue, condition as to, **270**
 - redemption of land tax, **264**
 - sporting rights, condition as to, **271**
 - title, **261—274**
 - trust funds, **243**
 - that policy of assurance is in force, receipt for premium to be, **242**
- exchange, land taken in, documents of title to, not to be required, **264**
 - evidence as to, not to be required, **264**
- execution of conveyance, **287—295**
- executors, concurrence of, to release charge, **290**
 - sale by, **224**
- expenses incurred by vendor before completion, **279—286**
- fee farm rents, condition as to, **285**
- fences, repair of, **222**
 - to be made and maintained by purchaser, **238**
- fixtures, **275—279**
 - conditions as to, **228**
 - in inventory to be taken at valuation, **277**
 - of public-house, valuations of, condition as to, **278**
 - tenant in house in town, payment for, at price named by auctioneer, **277**
 - right to remove or sell, reservation of, **278**
- forfeiture of deposit, **226**
- form, general, of commencement of title, condition as to, **258**
 - of conveyance, **287—295**
 - tender, **249**
- freeholds registered with absolute title, **302**
 - possessory title, **302**
 - qualified title, **302**
 - sale of, general conditions of, **216**
- friendly society, constitution and rules of, condition as to, **263**
- furniture, conditions of sale of, **247**
 - payment for, on sale of shop as going concern, condition as to, **277**
- game, damage by, condition as to compensation for, **278**
- gas mains, reservation by vendors of right to make, **240**

CONDITIONS OF SALE—*continued*.

- general conditions of sale of copyholds, **216**
 - freeholds, **216**
- grant from Crown, evidence of, not to be required, **263**
- grass, option to take, purchaser to declare, **277**
- gravel not to be removed, **239**
- hotel, reservation of lot for, **239**
- house in town, fixtures of tenant in, payment for, at price to be named by auctioneer, **277**
- houses to be built by purchasers, **238**
- identity of parcels, **219**
 - statutory declaration as to, **274**
- property purchased, purchaser to admit, **236**
- improvements by tenant, written consent to, **220**
- inclosure award, allotment under, conditions as to commencement of title to, **258**
 - objection or requisition as to, not to be made, **262**
- binding on all persons, **258**
- inclosure awards, boundaries under, condition as to, **275**
- income of trust funds, annuity charged on, **244**
- increase of price on resale, vendor to have, **226**
- incumbrances, **280—286**
 - disclosure of, right of purchaser to, **219**
- indemnity against covenants in lease from purchaser to vendor, **271**
 - to vendors against actions for non-payment of rent, **232**
- industrial company, constitution and powers of, no requisition to be made as to, **262**
- inn, reservation of lot for, **239**
- inspection of title before sale, condition as to, **259**
 - offer of, **220**
- insurable interest, assumption as to, **243**
- insurance, **279—286**
 - conditions as to, **230**
 - existing, purchaser to have benefit of, **279**
 - policy on life of third person, evidence of, condition as to, **269**
- interest, insurable, assumption as to, **243**
 - on balance of purchase-money, payment of, by purchaser in possession, **256**
 - purchase-money, when not payable under statutory conditions of sale, **251**
 - payable under statutory conditions of sale, **251**
 - unpaid purchase-money, liability of purchaser to pay, **256**
- payment of, **245**
 - by purchasers in case of delay, **218**
- inventory, fixtures in, to be taken at valuation, **277**
- investigation, recent, short title because of, condition as to, **259**
- issue, possibility of, condition as to evidence of, **270**
- land tax, apportionment of, vendor not to be required to obtain, **284**
 - evidence of redemption of, **264**
 - freedom from, evidence of, **264**
- lease and assignment, intermediate title between, condition as to objection as to or requisition on, **257**
 - covenants in, indemnity against, from purchaser to vendor, condition as to, **271**
 - old, as root of title, vendor to furnish abstract of, **257**
 - original, production of, purchaser not to require, **260**
 - surrendered, requisition as to, not to be made, **265**

CONDITIONS OF SALE—*continued*.

- leaseholds, conditions of sale of, **228**
 - renewable, condition as to title to, **265**
 - rents of, apportionment of, **287—295**
 - sold in lots, form of conveyance of, **291—292**
 - with absolute or good leasehold title, **303**
 - possessory title, **303**
 - qualified title, **303**
- leases and sub-leases to tenants, covenants between, variations in, **232**
 - counterparts of, production of, **231**
 - determination of, to be presumed, **266**
- legacies, evidence of payment of, declaration to be, **266**
- lessee, covenants of, possession to be evidence of performance of, **265**
- licence to assign, vendor to try and obtain from lessor, **230**
- light, right to, exception of, **281**
 - obstruct, condition as to, **281—282**
 - to windows, enjoyment of, agreement as to, **281**
- litigation pending at time of rescission, costs of, **223**
- local authority, taking over of road by, **240**
- lot, reservation of, for hotel, **239**
 - inn, **239**
 - public-house, **239**
- lots, arrangement of, special condition as to, **255**
 - separate, completion as to, **226**
 - temporary erections on, forbidden, **239**
 - unsold, vendors may sell, free from stipulations, **235**
 - withdrawal of, special condition as to, **255**
- machinery, operative, not to be placed on lot, **239**
- manor, waste of, condition as to commencement of title with grant of, **261**
- manors, boundaries of, condition as to, **274**
- measurements, no requisition to be made as to, **274**
- memorandum of contract for indorsement, **226**
- minerals, reservation of, **280**
- misdescription, compensation for, **286—287**
 - condition as to, **221**
- misstatement, condition as to, **222**
- moiety, undivided, conveyance of, commencement of title with, condition as to, **260**
- mortgage, advance of part of purchase-money on, **288—289**
 - deed, custody of, till debt paid off, **296**
 - payment off of, to be assumed, **266**
 - to building society, validity of receipt on redemption of, to be assumed, **262**
- mortgagee by sub-demise, sale by, condition as to, **269**
 - equitable, need not concur, **289—290**
 - need not release by separate instrument, **288**
 - title of, under Statute of Limitations, condition as to, **267**
- mortgagees, sale by, **224**
- noisy trade, condition against, **239**
- notice of conditions to be indorsed on title deed, **237**
 - state of property, purchaser fixed with, **279**
 - terms of sub-tenancies, purchaser to be considered to have, **231**
- priority, **304**
- notices, cancellation of, **304**
 - under Settled Land Acts, condition as to, **267**
 - withdrawal of, **304**
- number in street, change of, evidence of, not to be required, **275**
- objection as to allotment under inclosure award not to be made, **262**
 - or requisition as to intermediate title between lease and assignment, condition as to, **257**

CONDITIONS OF SALE—*continued*.

- offensive businesses, what are, 240
 - trade, condition against, **239**
- omission, condition as to, **222**
- option to take crops, purchaser to declare, **277**
 - grass, purchaser to declare, **277**
- parcels, identity of, **219**
 - statutory declaration as to, **274**
- particulars, what should be mentioned specifically in, 219
- payment of deposit, **216**
- pedigree, evidence of, statutory declaration to be, **267**
- perfect abstract, what is, 223
- policies of assurance, conditions of sale of, **240**
 - insurance on life of third person, evidence of, **269**
- possession, 217—218
 - before completion, special condition as to, **256**
 - conditions as to, **228**
 - delivery of, to purchaser before completion, **256**
 - entry into, before conveyance amounts to waiver of objections to title, 256
 - to be evidence of performance of covenants of lessee, **265**
- possessory title, freeholds registered with, **302**
 - leaseholds with, **303**
- power of attorney, production of, not to be required, **270**
 - to rescind, **223**
- powers of distress, mutual, **292**
- premium, receipt for, to be evidence that policy of assurance is in force, **242**
- premiums on policies falling due after sale, vendor to pay, **241**
- preparation of conveyance, statutory conditions of sale as to, **253**
- price, increase of, on resale, vendor to have, **226**
 - reserve, **216**
 - special condition as to, **255**
- priority notice, **304**
- property, charges affecting, **219**
- proprietor of registered charge, sale by, **304**
 - registered, who may be, 298
- public-house, reservation of lot for, **239**
 - valuations of fixtures of, condition as to, **278—279**
- purchase, completion of, **217**
- purchase-money, advance of part of, on mortgage, **288—289**
 - deposit of, in bank by purchaser, **251**
 - interest on balance of, payment of, by purchaser in possession, **256**
 - when not payable under statutory conditions of sale, **251**
 - when payable under statutory conditions of sale, **251**
 - unpaid, interest on, liability of purchaser to pay, 256
- purchaser, agent for, auctioneer may sign as, 226
 - delivery of possession to, before completion, **256**
 - in possession to pay interest on balance of purchase-money, **256**
 - liability of, to pay interest on unpaid purchase-money, 256
 - liberty to, to call for earlier title at own expense, condition as to, **259**
 - title of, on completion, **241**
 - to admit identity of property purchased, **236**
 - be considered to have notice of terms of sub-tenancies, **231**
 - discharge claims of outgoing tenants, **255**
 - make and maintain fences, **238**
 - pay expenses of making copies of documents, **273**

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

CONDITIONS OF SALE—*continued*.

- purchasers, small, not entitled to delivery of abstract, **257**
 - to build houses, **238**
 - pay interest in case of delay, **218**
- qualified title, freeholds registered with, **302**
 - leaseholds with, **303**
- quit rents, sale subject to, **222**
- railway company, conveyance of lands to, condition as to commencement of title with, **260—261**
- receipt for premium to be evidence that policy of assurance is in force, **242**
 - on redemption of mortgage to building society, validity of, to be assumed, **262**
- recitals, defects of title revealed by, **211**
 - effect of, **213**
 - in subsequent deed to be evidence of missing deed, **264**
- redemption of land tax, evidence of, **264**
- register, entries on, cancellation or withdrawal of, **304**
- registered land, **297—306**
 - disposition of, **301**
 - variations for, in conditions of sale of a building estate, **233**
 - proprietor, who may be, **298**
 - transfer, completion by, **305**
- registration, condition as to, **221**
 - in respect of what estates possible, **297**
 - no objection to be raised in respect of, **272**
 - of land with possessory title, **234**
- release by mortgagee need not be by separate instrument, **288**
- renewable leaseholds, title to, condition as to, **265**
- rent, non-payment of, indemnity to vendors against actions for, **232**
 - sale of premises free and indemnified from, condition as to, **271**
 - title to receive, production of, purchaser not to require, **260**
- rents and outgoings, apportionment of, **229**
 - profits, right of purchaser to receive and retain, effect of entry on, **256**
 - fee farm, condition as to, **285**
 - incoming, apportionment of, **221**
 - of leaseholds, apportionment of, **287—295**
- repair of bridges, **222**
 - drains, **222**
 - fences, **222**
 - roads, **222**
 - sewers, **222**
 - sale subject to liability to, **222**
- repairs, **279—286**
 - and insurance, conditions as to, **230**
 - of bridges, condition as to, **283—284**
- requisition as to allotment under inclosure award not to be made, **262**
 - debentures not to be made, **263**
 - intermediate title between lease and assignment, condition as to, **257**
 - surrendered lease not to be made, **265**
- requisitions, time for delivery of, **222**
- resale, increase of price on, vendor to have, **226**
 - of property by vendor on non-compliance with conditions, **226**
- rescission of contract, repayment of deposit money on, **253**
 - power of, **223**
- reservations, **280—286**
- reserve price, **216**
 - special condition as to, **255**
 - sale without, special condition as to, **255**
- reserved bidding, special condition as to, **255**

CONDITIONS OF SALE—*continued*.

- residents on building estate, schedule of stipulations for protection and advantage of, **238—240**
- restrictions, **280—286**
- reversion, contingent, description of, in conditions of sale, **243**
- reversionary interests, conditions of sale of, **240**
- rights, not known to vendor, **219**
 - sporting, condition as to evidence of, **271**
- roads, repair of, **222**
 - retention of sites of, by vendors, **240**
- roadside, slips by, title to, not to be required, **271**
- root of title, old lease as, vendor to furnish abstract of, **257**
- sale, annulment of, by vendor, **229**
 - by executors, **224**
 - mortgagee by sub-demise, condition as to, **269—270**
 - mortgages, **224**
 - proprietor of registered charge, **304**
 - tender, conditions of, **248**
 - trustees, **224**
 - conditions of, statutory form of, **250—253**
 - conduct of, **216**
 - inspection of title before, condition as to, **259**
 - mode of, to be fixed at time of sale, **254**
 - of annuities, conditions of, **240**
 - building estate under building scheme, conditions of, **233**
 - debentures, conditions of, **245**
 - freeholds, general conditions of, **216**
 - furniture, conditions of, **247**
 - land comprised in floating charge by company, condition as to, **263**
 - leaseholds, conditions of, **228**
 - policies of assurance, conditions of, **240**
 - reversionary interests, conditions of, **240**
 - shares, conditions of, **245**
 - stock, conditions of, **245**
 - plan, alterations in, reservation by vendor of right to make, **255**
 - special conditions of, **254—297**
 - subject to chief rents, **222**
 - death duties, **241**
 - easements, **222**
 - liability to repair, **222**
 - quit rents, **222**
 - right of drainage, **222**
 - water, **222**
 - way, **222**
 - trustees for, where consenting beneficiary is abroad, **287**
 - without reserve, special condition as to, **255**
- satisfied terms, condition as to, **270**
- schedule of stipulations for protection and advantage of residents on building estate, **238—240**
- Settled Land Acts, notices under, condition as to, **267**
- settlement, commencement of title with, condition as to, **260**
 - trustees to retain, **296**
- sewers, repair of, **222**
 - reservation by vendors of right to make, **240**
- shares, conditions of sale of, **245**
 - stock, and debentures, transfer of, arrangement of, **245**
- shop as going concern, payment for fixtures, furniture, stock-in-trade, &c. on sale of, **277**
- slips by roadside, title to, not to be required, **271**
- society, friendly, constitution and rules of, condition as to, **263**

CONDITIONS OF SALE—*continued*.

- special conditions of sale, **254—297**
- sporting rights, evidence of, condition as to, **271**
- stamps, condition as to, **221**
 - no objection to be raised in respect of, **272**
- Statute of Limitations, title of mortgagee under, condition as to, **267**
- statutory form of conditions of sale, **250—253**
- stipulations, covenants to observe, conveyance to contain, **293**
 - vendor may sell unsold lots free from, **235**
- stock, conditions of sale of, **245**
- street, number in, evidence of change of, not to be required, **275**
- sub-tenancies, notice of terms of, purchaser to be considered to have, **231**
- succession duty, covenant of indemnity against, condition as to, **268**
- surrender of copyholds, condition as to, **258**
- surveyor, certificate of, as to completion, **214**
- temporary erections on lots forbidden, **239**
- tenancies, **280—286**
 - statement as to, **231**
- tenant, fixtures of, in house in town, payment for, at price named by auctioneer, **277**
 - for life, covenants for title by, where no condition, **287**
 - improvements by, written consent to, **220**
- tenants, outgoing, claims of, to be discharged by purchaser, **255**
- tender, form of, **249**
 - sale by, conditions of, **248**
- tenders, delivery of, date for, **248**
- tenement, sale of portion of, passing of easements on, **281**
- tenures, different, condition as to, **274**
- terms, satisfied, condition as to, **270**
- third person, insurance policy on life of, evidence as to, **269**
- timber, **275—279**
 - payment for, at valuation already made, **276**
 - when farm sold as going concern, **276**
 - to be taken at valuation, **217**
- time for delivery of requisitions, **222**
- tithe, evidence of exemption from, condition as to, **272**
 - rentcharge, apportionment of, condition as to, **284**
- title, absolute, freeholds registered with, **302**
 - or good leasehold, leaseholds with, **303**
- commencing with appointment, condition as to, **259**
 - document of exceptional character, **211**
 - will, condition as to, **259**
- commencement of, general form of, condition as to, **258**
 - special conditions as to, **258—261**
 - with conveyance of lands to railway company, condition as to, **260—261**
 - undivided moiety, condition as to, **260**
 - grant of waste of manor, condition as to, **261**
 - settlement, condition as to, **260**
- covenants for, by tenant for life where no condition, **287**
- deed, notice of conditions to be endorsed on, **237**
- defects of, revealed by recitals or *aliunde*, **211**
- documents of, custody of, **295—297**
 - on sale in one lot, **225**
 - several lots, **225**
 - to land taken in exchange not to be required, **264**
- evidence of, **261—274**
- inspection of, before sale, condition as to, **259**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

CONDITIONS OF SALE—*continued*.

- title, intermediate, between lease and assignment, objection or requisition as to, condition as to, **257**
- of mortgagee under Statute of Limitations, condition as to, **267**
- purchaser on completion, **241**
- possessory, evidence as to, statutory declaration to be, **269**
 - freeholds registered with, **302**
 - leaseholds with, **303**
 - registration of land with, **234**
- qualified, freeholds registered with, **302**
 - leaseholds with, **303**
- root of, old lease as, vendor to furnish abstract of, **257**
- short, because of recent investigation, condition as to, **259**
 - with liberty to purchaser to call for earlier title at own expense, condition as to, **259**
- such as vendors have, purchaser to accept, **259**
- to allotment under inclosure award, commencement of, condition as to, **258**
 - receive rent, production of, purchaser not to require, **260**
 - renewable leaseholds, condition as to, **265**
 - slips by roadside not to be required, **271**
- under voluntary conveyance, condition as to, **272—273**
- waiver of objections to, entry into possession before conveyance amounts to, **256**
- trade, dangerous, condition against, **239**
 - noisy, condition against, **239**
 - offensive, condition against, **239**
- transfer, registered, completion by, **305**
- transfers of shares, stock, and debentures, arrangement of, **245**
- trustees for sale where consenting beneficiary is abroad, **287**
- of building society, appointment of, no requisition to be made as to, **262**
 - debenture holders, concurrence of, in sale not to be required, **263**
- sale by, **224**
- to retain settlement, **296**
- vendors as, covenants by, **232**
- trust funds, evidence of, **243**
 - income of, annuity charged on, **244**
- underlease, covenants in, condition as to, **272**
- underleases, statement as to, **231**
- unsold lots, vendors may sell, free from stipulations, **235**
- valuation, fixtures in inventory to be taken at, **277**
 - timber to be taken at, **217**
- valuations of fixtures of public-house, condition as to, **278—279**
- variations for registered land in conditions of sale of a building estate, **232**
 - in covenants between leases and sub-leases to tenants, **232**
- vendor, annulment of sale by, **229**
 - easements not known to, **219**
 - expenses incurred by, before completion, **279—286**
 - resale of property by, on non-compliance with conditions, **226**
 - rights not known to, **219**
 - to furnish abstract of old lease as root of title, **257**
 - have increase of price on resale, **226**
- vendors as trustees, covenants by, **232**
 - indemnity to, against actions for non-payment of rent, **232**
 - may sell unsold lots free from stipulations, **235**
 - to retain sites of roads, **240**
- waiver of objections to title, entry into possession before conveyance amounts to, **256**
- warranty, **247**
- waste of manor, grant of, commencement of title with, condition as to, **261**

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

CONDITIONS OF SALE—*continued*.

- water, right of, sale subject to, **222**
 - mains, reservation by vendors of right to make, **240**
- way, right of, sale subject to, **222**
- will, title commencing with, condition as to, **259**
- windows, light to, agreement as to enjoyment of, **281**
- withdrawal of lots, special condition as to, **255**
- Yorkshire, registration in, sect. 10 (6) of L. C. A. 1925, as to, 292—293

CONTRACTS FOR SALE,

- abstract of title, delivery of, time for, **310**
- accommodation works, purchase-money to include satisfaction for, **332**
- advowson, sale of, contract by tenant for life for, **319**
- agreement by trustees for sale of leasehold messuage, **314**
 - vendor for repurchase if title deeds not found, **339**
 - for sale of freeholds in consideration of perpetual rentcharge, **341**
 - or copyholds, **307**
 - goodwill, **328**
 - land with mines to railway company, **332**
 - leasehold farm, **337**
 - shop, **328**
 - provisional, by tenant for life, under S. L. A. 1925, for sale of heirlooms, **325**
 - to repurchase not to be deemed mortgage, **340**
- agreements, written, with tenants, production of copies of, **310**
 - counterparts of, **310**
- alteration of levels, consent of vendor to, **334**
- annuity, inclusion of, in schedule of incumbrances, **308**
- apportionment of land tax, provision as to, **336**
- assign, licence to, vendor to obtain, from lessor, **316**
- assignment, execution of, provision for, **330**
- barns, vendor to have use of, **321**
- cautions in respect of contract, entry of, **307**
- clause, interpretation, **318**
- company, railway, purchase of land by, terms for, **332**
 - sale of land with mines to, agreement for, **332**
- compensation, errors in description not to entitle parties to, **312**
 - for rights of tenants, purchase-money to include, **334**
 - severance, purchase-money to include, **332**
- completion, possession upon, condition as to, **310**
- concurrence of trustees, **324**
- consent of trustees, vendor to obtain, **324**
- contract, annulment of, return upon, of duty paid, **307**
 - by tenant for life for sale of advowson, **319**
 - demesne lands on settled estate, **319**
 - freeholds, **319**
 - leaseholds, **319**
 - manors, **319**
 - principal mansion house, **319**
 - cautions in respect of, entry of, **307**
 - estate, registration of, **307**
 - not absolutely binding till end of period of notice, **327—328**
 - title in accordance with, vendor must show, **333**
- contracts for sale, stamps on, **306—307**
- conveyance of property, **313**
- copies of documents, purchaser to pay expenses of making, **311**
 - leases, production of, **310**
 - written agreements with tenants, production of, **310**
- costs on sale of land to railway company, **336**

CONTRACTS FOR SALE—*continued*.

- counterparts of leases, production of, **310**
 - written agreements with tenants, production of, **310**
- Court, order of, approving sale, **324**
- covenants by purchaser to pay instalments, provision for, **330**
 - vendor not to carry on same business, provision for, **330**
 - for title by vendor, **324**
 - statutory, against incumbrances, vendor to give, **313**
- delay, interest in case of, **310**
- delivery of heirlooms to purchaser, provision for, **326—327**
- deposit, payment of, **309**
 - right of vendor to, if no express stipulation, 313—314
- description, errors in, not to annul sale, **312**
 - entitle parties to compensation, **312**
- documents, copies of, purchaser to pay expenses of making, **311**
- dressing rooms, vendor to have use of, **321**
- duty may be denoted by adhesive stamp, 306
 - paid, return of, when contract annulled, 307
- errors in description not to annul sale, **312**
 - entitle parties to compensation, **312**
- estate contract, registration of, 307
- expenses of copying documents, purchaser to pay, **311**
- farm buildings, vendor to have use of, **321**
 - leasehold, agreement for sale of, **337**
- fee farm rent, inclusion of, in schedule of incumbrances, 308
 - sale subject to, **323**
- finer, sale subject to, **323**
- fixtures to be taken at valuation, **308**
- freeholds or copyholds, sale of, agreement for, **307**
 - sale of, contract by tenant for life for, **319**
 - in consideration of perpetual rentcharge, agreement for, **341**
- goodwill, sale of, agreement for, **328**
- heirlooms, delivery of, to purchaser, provision for, **326—327**
 - sale of, provisional agreement for, by tenant for life under S. L. A. 1925...**325**
- heriots, sale subject to, **323**
- identity of property purchased, purchaser to admit, **311—312**
- incumbrances, schedule of, 308
 - statutory covenants against, vendor to give, **313**
- indemnity from purchaser to vendors against rents and covenants, **317**
- instalments, covenants by purchaser to pay, provision for, **330**
 - purchase-money to be paid by, **329—330**
 - return of, right to, of purchaser failing to complete payments, 309
 - valuation money to be paid by, **329—330**
- insurance moneys, application of, in event of fire before completion, **317**
- interest in case of delay, payment of, **310**
- interpretation clause, **318**
- land, purchase of, by railway company, terms for, **332**
 - tax, apportionment of, provision as to, **336**
- leasehold farm, sale of, agreement for, **337**
 - messuage, sale of, agreement by trustees for, **314**
 - shop, sale of, agreement for, **328**
- leaseholds, sale of, contract by tenant for life for, **319**
- leases, copies of, production of, **310**
 - counterparts of, production of, **310**
- levels, alteration of, consent of vendor to, **334**
- licence to assign, vendor to obtain, from lessor, **316**
- manorial rights, sale subject to, **323**

CONTRACTS FOR SALE—*continued*.

- manors, sale of, contracts by tenant for life for, **319**
- mansion house, principal, contract by tenant for life for sale of, **319**
- mines, sale of, with land to railway company, agreement for, **332**
- moneys, insurance, application of, in event of fire before completion, **317**
- mortgage, agreement to repurchase not to be deemed to be, **340**
 - inclusion of, in schedule of incumbrances, **308**
 - part of purchase-money to remain on, **309**
 - purchaser to execute, if required, **331**
- muniments of title relating to other property, vendor to retain, **313**
- notice, period of, contract not absolutely binding till end of, **327—328**
- order of Court approving sale, vendor to obtain, **324**
- possession upon completion, condition as to, **310**
- pre-emption, right of, preservation of, **336**
 - release of, **336**
- property, conveyance of, **313**
- purchase-money, part of, to remain on mortgage, **309**
 - to be paid by instalments, **309**
 - include compensation for rights of tenants, **334**
 - severance, **332**
 - satisfaction for accommodation works, **332**
- purchase of land by railway company, terms for, **332**
- purchaser, covenants by, to pay instalments, provision for, **330**
 - delivery of heirlooms to, provision for, **326—327**
 - to execute mortgage if required, **331**
 - pay expenses of copying documents, **311**
- quit rents, sale subject to, **323**
- railway company, purchase of land by, terms for, **332**
 - sale of land with mines to, agreement for, **332**
- receipt of rents and profits, **310**
- registrar to ascertain all stamp duties paid before registration of first proprietor of land, **307**
- registration of estate contract, **307**
 - first proprietor of land, registrar to ascertain all stamp duties paid before, **307**
- rent, fee farm, inclusion of, in schedule of incumbrances, **308**
- rentcharge, inclusion of, in schedule of incumbrances, **308**
 - perpetual, agreement for sale of freeholds in consideration of, **341**
- rents and profits, possession of, **310**
 - receipt of, **310**
- repurchase, agreement by vendor for, if title deeds not found, **339**
 - to, not to be deemed mortgage, **340**
- requisitions, delivery of, time for, **311**
 - insistence upon, may entitle vendor to rescind, **311**
- rescission and resale by vendor on default of purchaser to comply with stipulations, **313**
 - insistence upon requisitions may entitle vendor to, **311**
- reservations and restrictions, sale to be subject to, **310**
- right of pre-emption, release of, **336**
 - reservation of, **336**
- rights of tenants, compensation for, purchase-money to include, **334**
- sale, contracts for, stamps on, **306—307**
 - errors in description not to annul, **312**
 - of advowson, contract by tenant for life for, **319**
 - demesne lands on settled estate, contract by tenant for life for, **319**
 - freeholds, contract by tenant for life for, **319**
 - in consideration of perpetual rentcharge, agreement for, **341**
 - or copyholds, agreement for, **307**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

CONTRACTS FOR SALE—*continued*.

- sale of goodwill, agreement for, **328**
- heirlooms under S. L. A. 1925, provisional agreement by tenant for life for, **325**
- land with mines to railway company, agreement for, **332**
- leasehold farm, agreement for, **337**
 - messuage, agreement by trustees for, **314**
 - shop, agreement for, **328**
- leaseholds, contract by tenant for life for, **319**
- manors, contract by tenant for life for, **319**
- principal mansion house, contract by tenant for life for, **319**
- to be subject to reservations and restrictions, **310**
- satisfaction for accommodation works, purchase-money to include, **332**
- services, sale subject to, **323**
- settled estate, demesne lands on, contract by tenant for life for sale of, **319**
- severance, compensation for, purchase-money to include, **332**
- shop, leasehold, agreement for sale of, **328**
- stackyards, vendor to have use of, **321**
- stamp, adhesive, duty may be denoted by, 306
 - duties, payment of, registrar to ascertain, before registration of first proprietor of land, 307
 - on unregistered instrument carrying out transaction, when to be affixed, 307
- stamps on contracts for sale, 306—307
- tenant for life, contract by, for sale of
 - advowson, **319**
 - demesne lands on settled estate, **319**
 - freeholds, **319**
 - leaseholds, **319**
 - manors, **319**
 - principal mansion house, **319**
- provisional agreement by, under S. L. A. 1925, for sale of heirlooms, **325**
- tenants, rights of, purchase-money to include compensation for, **334**
- written agreements with, production of copies of, **310**
 - counterparts of, **310**
- timber to be taken at valuation, **308**
- time for delivery of abstract of title, **310**
 - requisitions, **311**
- title, abstract of, time for delivery of, **310**
 - covenants for, by vendor, **324**
 - in accordance with contract, vendor must show, 333
 - muniments of, relating to other property, vendor to retain, **313**
- trustees, agreement by, for sale of leasehold messuage, **314**
 - concurrence of, **324**
 - consent of, vendor to obtain, **324**
- unregistered instrument carrying out transaction, stamp on, when to be affixed, 307
- valuation, fixtures to be taken at, **308**
 - money to be paid by instalments, **329—330**
 - timber to be taken at, 308
- vendor, agreement by, for repurchase if title deeds not found, **339**
 - must show title in accordance with contract, 333
 - resale by, on default of purchaser to comply with stipulations, **313**
 - right of, to deposit, if no express stipulation, 313—314
- vendors to obtain licence of lessor to assign, **316**

CONVEYANCES,

- abroad, covenant by vendor of life assurance policy to pay additional premium on going, **480**
- policy of life assurance not to go, 480

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

CONVEYANCES—*continued.*

- acknowledgment and undertaking as to lease, **373**
 - as to documents of title till grant of underleases, **462**
 - to include lease and assignment, **466**
- action, administration, by trustees for sale, conveyance on sale by Court in, **457**
- administration action by trustees for sale, conveyance on sale by Court in, **457**
- administrator of mortgagor, conveyance by mortgagee and, in performance of contract for sale by intestate, **416**
- advowson, conveyance of, **481**
 - sale of, under Benefices Act, 1898...**481**
- after-acquired property of bankrupt, **427**
- agreement, compensation, conveyance of freehold intermixed with copyhold where there has not been, **366**
 - extinguishment of manorial incidents by, **344**
- conveyance of freeholds to railway company under, by fee simple owner, **422**
- for building lease, benefit of, assignment of, **475**
 - lease, assignment of, covenant in, to perform stipulations of contract, **477**
 - power of attorney to sue on, **477**
- appointment of trustee in bankruptcy, **427**
- apportioned rents, reservation of, to purchaser taking assignment of lease, **460**
- apprentices, covenant as to, in assignment of goodwill, **472**
- arbitration clause in deed of covenants between vendors and purchasers, **446**
- assignee, covenant by, to pay rent, **371**
 - of lease, underlease by purchaser of lot who is, to purchaser of lot on sale of leaseholds, **463**
 - purchaser, delivery of counterparts of underleases to, **463**
- assignment and underleases, conveyance of leasehold lots by, **459**
 - deed of, annexation of form of underleases to, **461**
 - lease and, to be included in acknowledgment, **466**
 - of agreement for lease, covenant in, to perform stipulations of contract, **477**
 - benefit of agreement for building lease, **475**
 - bond debt, **478**
 - notice of, **478**
 - book debts, **472**
 - business may include leasehold business premises, **470**
 - contract, **472**
 - goods, **472**
 - goodwill and plant of trade or business for sum to be paid by instalments, **470**
 - deed of, recital of delivery of chattels in, **470**
 - lease and fixtures subject to underlease by indorsement, **370**
 - purchaser taking, **460**
 - reservation of apportioned rents to, **460**
 - leasehold house, **367**
 - leaseholds by mortgagee under statutory power of sale, **406**
 - original lessee by indorsement, **368**
 - concurrence of lessor in, **368**
 - on sale by tenant for life under S. L. A. 1925...**396**
 - sold in lots to one purchaser to grant underleases to other purchasers, **459**
 - trust of residue in, **461**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

CONVEYANCES—*continued.*

- assignment of life assurance policy by vendor to purchaser, **479**
 - notice in writing of, **479**
- machinery, **472**
- materials, **472**
- part of leasehold premises, **371**
- stock-in-trade, **472**
- utensils, **472**
- assurance policy, life, assignment of, by vendor to purchaser, **479**
 - notice in writing of, **479**
 - covenant by vendor of, not to cause forfeiture, **480**
 - vendor of, covenant by, not to go abroad, **480**
 - to pay additional premium on going abroad, **480**
- attorney, power of, covenant as to, **478**
 - in assignment of goodwill, **472**
 - to sue on agreement, **477**
- authority, education, local, power of, for compulsory purchase of school sites, **425**
 - conveyance of freeholds to, **425**
- bankrupt, after-acquired property of, **427**
- bankruptcy, trustee in, appointment of, **427**
 - of mortgagor, conveyance of freeholds by mortgagee and, **426**
 - powers of, **427**
 - purchase by, **427**
- Benefices Act, 1898, sale of advowson under, **481**
- benefit of agreement for building lease, assignment of, **475**
- bond debt, assignment of, **478**
 - notice of, **478**
- book debts, assignment of, **472**
- build, repair and insure, covenants to, conveyance in fee with, in consideration of perpetual rentcharge, **437**
- building estate, land on, conveyance of, excepting mines and minerals and with restrictive covenants, **439**
 - land, purchaser of, covenant by, to build dwelling-house, **441**
 - lease, agreement for, assignment of benefit of, **475**
 - purposes, conveyance of freeholds for, by tenant for life in consideration of rentcharge, **391**
 - lots laid out for, deed of covenants between vendors and purchasers of, **444**
 - restrictive covenant against, **441**
 - society, conveyance of land by, subject to covenants in independent deed executed by purchaser, **443**
- buildings, covenant by purchaser not to erect, **373**
 - grantor of right to use subterranean watercourse and surface stream may erect, **434—435**
- business, assignment of, may include leasehold business premises, **470**
 - goodwill and plant of, assignment of, for sum to be paid by instalments, **470**
 - premises, leasehold, assignment of business may include, **470**
 - rival, of vendor of goodwill, **473**
 - vendor of goodwill not to attend to, **473**
- capital money, remainder in fee in, under will or settlement effective after 1926, conveyance of, **451**
 - moneys under S. L. A. 1925, conveyance by subsidiary vesting deed of freeholds and leaseholds on purchase with, **402**
- carriage way, description of, **432—433**

CONVEYANCES—*continued.*

- carriages, right of way with, grant of, **431**
- charitable or pious purposes in parish, conveyance in fee to trustees for, by direction of rector and churchwardens, **468**
- chattels, delivery of, recital of, in deed of assignment of goodwill, 470
 - personal, transfer of, 370
- Church Estates Commissioners to be joint treasurers of Ecclesiastical Commissioners, 466
- churchwardens and overseers of parish, conveyance to, for parochial purposes, 468
 - rector and, direction of, conveyance in fee by, to trustees in trust for pious or charitable purposes in parish, **468**
- clay, covenant to carry away, **436**
- committee of lunatic, sale of freeholds by, conveyance on, **419**
- communications and works, satisfaction for, sale of land to railway company to include, **423**
- company in voluntary liquidation, conveyance on sale of freeholds by, **420**
 - liquidators of, covenants by, against incumbrances, **421**
 - railway, conveyance of freeholds to, by fee simple owner under agreement, **422**
 - sale of freeholds to, in consideration of rentcharge, 422
 - land to, to include compensation for damage, **423**
 - mines and minerals, **422—423**
 - satisfaction for communications and works, **423**
 - title of, to mines and minerals on sale of land, 424
- compensation agreement, conveyance of freehold intermixed with copyhold where there has not been, **366**
 - extinguishment of manorial incidents by, 344
 - for damage, sale of land to railway company to include, **423**
 - injury to surface of mines, liability to make, **428**
 - manorial incidents, how may be paid, 344
 - notice to ascertain, extinguishment of manorial incidents by, 344
 - rentcharge, conveyance of freeholds (being enfranchised copyholds) subject to, **363**
- concurrence of husband, conveyance by married woman seised in fee with, **418**
 - lessor to assignment of leaseholds, **368**
- consent of patron and of Ecclesiastical Commissioners, conveyance on sale of glebe land with, **466**
- consideration, additional, covenant for, if profits exceed a certain sum, **474**
- contract, assignment of, 472
 - for sale by intestate, conveyance by mortgagee and administrator of mortgagor in performance of, **416**
 - testator, conveyance by executors in execution of, **455**
 - stipulations of, covenant in assignment of agreement for lease to perform, **477**
- conversion of fines or heriots into additional rent, 345
 - leaseholds for lives, 345
 - perpetually renewable leaseholds, 344
- conveyance by executors in execution of contract for sale by testator, **455**
 - married woman seised in fee with concurrence of husband, **418**
 - mortgagee and administrator of mortgagor in performance of contract for sale by intestate, **416**
 - of freeholds under statutory or express power of sale, **404**
 - partners of freeholds conveyed to firm as partnership property before 1926...**383**

CONVEYANCES—*continued*.

conveyance by personal representatives of freeholds to which infant is or would be beneficially entitled, **398**

subsidiary vesting deed of freeholds and leaseholds on purchase with capital moneys under S. L. A. 1925...**402**

tenant for life of freehold, formerly copyhold, where mineral and sporting rights of lord of manor still subsisting, **394**
trustees as statutory owners, under S. L. A. 1925, of freeholds of which infant would on majority be tenant for life, **400**

for parochial purposes to churchwardens and overseers of parish, **468**

in fee, by mortgagor and mortgagee, to purchaser, mortgage being paid off, **412**

in consideration of perpetual rentcharge, with covenants to build, repair, and insure, **437**

of freehold reversion to lessee under option to purchase in lease, **454**

on sale of glebe land by rector with consent of patron and of Ecclesiastical Commissioners, **466**

to trustees in trust for charitable or pious purposes in parish by direction of rector and churchwardens, **468**

notice of, to be given to trustees of settlement, **449**

of advowson or next presentation, **481**

equity of redemption of freeholds, **408**

freehold intermixed with copyhold where no compensation agreement, **366**

freeholds, **359**

and leaseholds, **374**

(being enfranchised copyholds) subject to compensation rentcharge, **363**

where manorial incidents extinguished, **365**

where no compensation agreement, **362**

by mortgagee and trustee in bankruptcy of mortgagor, **426**

mortgagor and executors of mortgagee where part of purchase-money paid to executors, **414**

Public Trustee as trustee for tenants in common, **379**

tenant for life for building purposes in consideration of rentcharge, **391**

transferee of mortgage selling under statutory power, **407**

trustees appointed by tenants in common in place of Public Trustee, **381**

under trust for sale in a will, **385**

vendors who, before Conveyancing Act, 1925, were tenants in common, **378**

on sale by tenant for life under S. L. A. 1925...**388**

to district council under Public Health Acts, **426**

local education authority, **425**

partners as joint tenants, **384**

railway company by fee simple owner under agreement, **422**

CONVEYANCES—*continued.*

- conveyance of land by building society subject to covenants in independent deed executed by purchaser, **443**
 - on building estate excepting mines and minerals and with restrictive covenants, **439**
 - with exception of and reservation of power to work mines, **430**
- leasehold lots by assignment and underleases, **459**
- mines with grant of powers of working, **428**
- remainder in fee in land or capital money under settlement or will effective after 1926...**451**
 - under settlement before 1926 to purchaser, **449**
 - under settlement before 1926 to tenant for life covenanting to pay death duties, **447**
- on purchase by trustees under power in marriage settlement with consent of beneficiaries, **387**
- sale by Court in administration action by trustees for sale, **457**
 - one vendor to three purchasers in equal or unequal shares. [*See* Add. and Corr., p. lxiii.]
- of freeholds by committee of lunatic, **419**
 - company in voluntary liquidation, **420**
 - personal representatives under A. E. A. 1925...**456**
- to be produced to steward of manor while manorial incidents subsisting, **344**
- copyhold, conveyance of freehold intermixed with, where there has been no compensation agreement, **366**
- copyholds, enfranchised, freeholds being, conveyance of, where no compensation agreement, **362**
 - subject to compensation rentcharge, conveyance of, **363**
 - where manorial incidents extinguished, conveyance of, **365**
- corporations, ecclesiastical, powers of, **466**
- corporeal hereditament, easement is, **431**
- council, district, conveyance of freeholds by, under Public Health Acts, **426**
- counterparts of underleases, delivery of, to assignee purchaser, **463**
- Court, jurisdiction of, to authorise implied covenants for title on part of lunatic, **420**
- payment of purchase-money into, **389**
- sale by, in administration action by trustees for sale, conveyance on, **457**
 - with sanction of, **389**
- winding-up by, power of liquidators to sell in, **420**
- costs where land sold in consideration of rentcharge, **437**
- covenant against damage to crops, **436**
 - as to apportioned rent, **373**
 - apprentices in assignment of goodwill, **472**
 - frontage of dwelling-house, **441**
 - power of attorney, **478**
- by assignee to pay rent, **371**
 - grantee of right of way to repair road, **433**
 - purchaser not to erect buildings, **373**
 - of building land to build dwelling-house, **441**
 - equity of redemption to indemnify vendor, **410**
 - pay mortgage debt, **410**
 - goodwill not to use name of vendor in purchases, **474**
 - to pay outstanding debts, **474—475**

CONVEYANCES—*continued*.

- covenant by purchaser of leaseholds to observe and perform covenants and conditions in lease, **462**
 - remainder in fee to pay death duties, **450**
 - to fence in land, **440**
 - spend money in erecting messuage, **438**
- vendor of goodwill to receive orders for one year, **473**
 - land not to permit nuisance, **442**
 - trades to be carried on, **442**
 - life assurance policy to pay additional premium on going abroad, **480**
 - not to cause forfeiture, **480**
 - go abroad, **480**
 - to pay apportioned rents till underleases granted, **462**
- for additional consideration if profits exceed certain sum, **474**
 - payment of death duties, **448**
 - quiet enjoyment, **465**
- in assignment of agreement for lease to perform stipulations of contract, **477**
 - restraint of trade, **472—473**
- not to damage surface, **436**
- restrictive, as to building, **441**
- to allow purchaser of goodwill to use name of vendor, **473**
 - build fence and house in accordance with plan, **441**
 - carry away clay, **436**
 - gravel, **436**
 - rubbish, **436**
 - sand, **436**
 - soil, **436**
 - stones, **436**
 - deliver list of customers, **472**
 - give notice of intention to enter upon land, **436**
 - indemnify vendor of goodwill from consequences of permission to use name, **474**
 - introduce customers, **472**
 - maintain culvert, **436**
 - tunnel, **436**
 - watercourse, **436**
 - pay rentcharge, **392**
 - use messuage as private dwelling-house only, **441**
- covenants among purchasers and vendors to observe stipulations, **445**
- and conditions in lease, covenant by purchaser of leaseholds to perform, **462**
 - by liquidators of company against incumbrances, **421**
- deed of, between vendors and purchasers of lots laid out for building purposes, **444**
 - endorsement of notice of, on common title deed, **444**
- for title on part of lunatic, implied, jurisdiction of Court to authorise, **420**
 - sale of glebe lands, **468**
- in independent deed executed by purchaser, conveyance of land by building society subject to, **443**
- of lessor, release of, **377**
- restrictive, **392—393**
 - conveyance of land on building estate containing, and excepting mines and minerals, **439**
 - enforceability of, between purchasers, **440**
 - to build, repair, and insure, conveyance in fee in consideration of perpetual rentcharge with, **437**
 - crops, damage to, covenant against, **436**

CONVEYANCES—*continued*.

- culvert, covenant to maintain, **436**
- customers, covenant to introduce, **472**
 - list of, covenant to deliver, **472**
- damage, compensation for, sale of land to railway company to include, **423**
 - to crops, covenant against, **436**
 - surface, covenant against, **436**
 - of land, vendor not to be liable for, **430**
- death duties, covenant by purchaser of remainder in fee to pay, **450**
 - for payment of, **448**
 - tenant for life covenanting to pay, conveyance to, of remainder in fee under settlement before 1926...**447**
- debt, bond, assignment of, **478**
 - notice of assignment of, **478**
 - mortgage, covenant by purchaser of equity of redemption to pay, **410**
 - merger of, proviso against, **412**
- debts, outstanding, covenant by purchaser of goodwill to pay, **474—475**
- declaration as to principal vesting deed, **393**
 - that rentcharge is vested in vendor, **393**
- deed, independent, executed by purchaser, covenants in, conveyance of land
 - by building society subject to, **443**
 - of assignment, annexation of form of underleases to, **461**
 - of goodwill, recital of delivery of chattels in, **470**
 - covenants between vendors and purchasers of lots laid out for building purposes, **444**
 - notice of, endorsement of, on common title deed, **444**
- delivery of chattels, recital of, in deed of assignment of goodwill, **470**
- description of property in conveyance of remainder in fee in land and capital money under will or settlement effective after 1926...**452**
- district council, conveyance of freeholds by, under Public Health Acts, **426**
- documents of title, acknowledgment as to, until grant of underleases, **462**
- dominant and servient tenements, district, existence of, essential to easement, **432**
- drift way, description of, **433**
- duties, death, covenant by purchaser of remainder in fee to pay, **450**
 - for payment of, **448**
 - tenant for life covenanting to pay, conveyance to, of remainder in fee under settlement before 1926...**447**
- dwelling-house, covenant to build, by purchaser of building land, **441**
 - frontage of, covenant as to, **441**
 - private, covenant to use messuage solely as, **441**
- easement, existence of distinct dominant and servient tenements essential to, **432**
 - extinction of, by unity of seisin, **432**
 - is corporeal hereditament, **431**
- "easement," what is, **431**
- Ecclesiastical Commissioners, consent of, conveyance in fee on sale of glebe land with, **466**
 - joint treasurers of, Church Estates Commissioners to be, **466**
 - corporations, powers of, **466**
 - Leasing Acts, powers under, **466**
- education authority, local, conveyance of freeholds to, **425**
 - power of, for compulsory purchase of school sites, **425**
- endorsement of notice of deed of covenants on common title deed, **444**
- enter and repair, power to, in grant of right of way, **433**
- entry, power of, restriction of, to avoid perpetuity, **439**
 - upon land, notice of intention of, covenant to give, **436**
- equal or unequal shares, three purchasers in, conveyance on sale by one vendor to. [*See Add. and Corr.*, p. lxxiii.]

CONVEYANCES—*continued.*

- equity of redemption of freeholds, conveyance of, **408**
 - release of, by indorsement, **411**
- purchaser of, covenant by, to indemnify vendor, **410**
 - pay mortgage debt, **410**
- executors, conveyance by, in execution of contract for sale by testator, **455**
 - of mortgagee, conveyance of freeholds by mortgagor and, where part of purchase-money paid to executors, **414**
- extinction of easements by unity of seisin, **432**
- fee simple, mortgagee of, to take legal term of years, **344**
 - owner, conveyance by, of freeholds to railway company under agreement, **422**
- fence, covenant to build, in accordance with plan, **441**
 - in land, covenant by purchaser to, **440**
- finer or heriots, conversion of, into additional rent, **345**
- fixtures, assignment of, by indorsement, **370**
- footway, description of, **432**
- forfeiture, covenant by vendor of life assurance policy not to cause, **480**
- form of underleases annexed to deed of assignment, **461**
- freehold intermixed with copyhold, conveyance of, where no compensation agreement, **366**
 - reversion, conveyance of, in fee to lessee, under option to purchase in lease, **454**
- freeholds and leaseholds, conveyance of, **374**
 - by subsidiary vesting deed on purchase with capital moneys under S. L. A. 1925...**402**
 - (being enfranchised copyholds) subject to compensation rentcharge, conveyance of, **363**
 - where manorial incidents extinguished, conveyance of, **365**
 - where no compensation agreement, conveyance of, **362**
- conveyance of, **359**
 - by mortgagee and trustee in bankruptcy of mortgagor, **426**
 - under statutory or express power of sale, **404**
 - mortgagor and executors of mortgagee where part of purchase-money paid to executors, **414**
 - Public Trustee as trustee for tenants in common, **379**
 - tenant for life for building purposes in consideration of rentcharge, **391**
 - transferee of mortgage selling under statutory power, **407**
 - trustees appointed by tenants in common in place of Public Trustee, **381**
 - under trust for sale in will, **385**
 - vendors who, before Conveyancing Act, 1925, were tenants in common, **378**
 - on sale by tenant for life under S. L. A. 1925...**388**
 - to district council under Public Health Acts, **426**
 - local education authority, **425**
 - partners as joint tenants, **384**
 - railway company by fee simple owner under agreement, **422**
- conveyed to firm as partnership property before 1926, conveyance by partners of, **383**

CONVEYANCES—*continued*.

- freeholds, equity of redemption of, conveyance of, **408**
 - release of, by indorsement, **411**
- formerly copyholds, conveyance of, by tenant for life where mineral and sporting rights of lord of manor still subsisting, **394**
- grant of, **375**
- life estate in possession in, under settlement or will before 1926, surrender of, to remainderman, **450**
- sale of, by committee of lunatic, conveyance on, **419**
 - company in voluntary liquidation, conveyance on, **420**
 - personal representative under A. E. A. 1925, conveyance on, **456**
 - to railway company in consideration of rentcharge, **422**
- frontage of dwelling-house, covenant as to, **441**
- glebe land, sale of, with consent of patron and of Ecclesiastical Commissioners, conveyance on, **466**
 - sanction of Board of Agriculture and Fisheries, **466**
- lands, sale of, covenants for title on, **468**
- goods, assignment of, **472**
- goodwill and plant of trade or business, assignment of, for sum to be paid by instalments, **470**
 - deed of assignment of, recital of delivery of chattels in, **470**
 - is property within meaning of Stamp Act, **470**
 - purchaser of, covenant by, not to use name of vendor in purchases, **474**
 - to pay outstanding debts, **474—475**
 - to allow, to use name of vendor, **473**
- vendor of, covenant by, to receive orders for one year, **473**
 - to, for indemnity against consequences of permission to use his name, **474**
 - not to attend to business, **473**
 - be answerable as partner, **473**
 - rival business of, **473**
- grant of freeholds, **375**
- right of way, **432**
 - with horses and carriages, **431**
 - to use subterranean watercourse and surface stream, **434**
- underleases, acknowledgment as to documents of title until, **462**
 - trust for, **461**
- grantee of right of way, covenant by, to repair road, **433**
- gravel, covenant to carry away, **436**
- hereditament, corporeal, easement is, **431**
- heriots, conversion of, into additional rent, **345**
- hotel, erection of, **442**
- horses and carriages, right of way with, grant of, **431**
- horse-way, description of, **432**
- house, covenant to build, in accordance with plan, **441**
 - leasehold, assignment of, **367**
- husband, concurrence of, conveyance by married woman seised in fee with, **418**
- incumbrances, covenants by liquidators of company against, **421**
- indemnity, covenant for, to vendor of goodwill, against consequences of permission to use his name, **474**
 - to vendor, covenant by purchaser of equity of redemption for, **410**
- indorsement, assignment of lease subject to underlease and of fixtures by, **370**
 - release of equity of redemption of freeholds by, **411**
 - surrender of lease by sale to reversioner in fee by, **376**

CONVEYANCES—*continued*.

- injury to surface of mines, liability to make compensation for, **428**
- inquisition, lunatic not so found by, **419**
- instalments, sum to be paid by, assignment of goodwill and plant of business for, **470**
- insure, covenant to, conveyance in fee with, in consideration of perpetual rentcharge, **437**
- interpretation clause in deed of covenants between vendors and purchasers, **446**
- intestate, contract for sale by, conveyance by mortgagee and administrator of mortgagor in performance of, **416**
- intoxicating liquors, place for sale of, **442**
- introduction of customers, covenant for, **472**
- joint tenants, partners as, conveyance of freeholds to, **384**
- land, building, purchaser of, covenant by, to build dwelling-house, **441**
 - conveyance of, by building society subject to covenants in independent deed executed by purchaser, **443**
 - with exception of mines and reservation of working power, **430**
 - fencing in of, covenant by purchaser for, **440**
 - on building estate, conveyance of, excepting mines and minerals and with restrictive covenants, **439**
- land registration,
 - amount of consideration for transfer to be stated in words, **485**
 - capital money, land bought with, transfer of, to tenant for life of full age, **488**
 - charge, registered, power of sale in, transfer of land under, **488**
 - charitable uses, transfer of land for, **491**
 - company, transfer of land to, **490**
 - consideration, amount of, to be stated in words, **485**
 - for transfer advanced by different persons in separate sums, **485**
 - copy, certified, of instrument referred to in transfer to be lodged with transfer, **491**
 - corporation, transfer of land to, **490**
 - covenants, restrictive, registration of, **492**
 - transfer of land imposing, **492**
 - exchange, **493**
 - may be effected by two instruments, **493**
 - particulars on, **493**
 - freehold land (part), transfer of, **486**
 - particulars in, **486**
 - transfer of, **485**
 - holding, small, transfer of, **491**
 - plan annexed to, **491**
 - instrument of transfer may be framed in third person, **485**
 - referred to in transfer, certified copy of, to be lodged with transfer, **491**
 - land bought with capital money, transfer of, to tenant for life of full age, **488**
 - not for small holding, transfer of, **492**
 - Land Registration Act, 1925, s. 37, transfer under, **485**
 - land, transfer of, for charitable uses, **491**
 - imposing restrictive covenants, **492**
 - to company or corporation, **490**
 - under power of sale in registered charge, **488**
 - leasehold land, transfer of, **489**
 - licence or statute, limit in, on extent to which land may be conveyed, **490**
 - mansion house, transfer of, restriction on, **487**

CONVEYANCES—*continued.*

land registration—*continued.*

- owners, statutory, trustees of settlement being, transfer where, are to be registered as proprietors, **487**
- plan annexed to transfer of small holding, **491**
- particulars in transfer of freehold land (part), **486**
 - on exchange, **493**
- power of sale in registered charge, transfer of land under, **488**
- proprietor, tenant for life registered as, transfer where, **488**
- proprietors, registration as, of settlement trustees being statutory owners, transfer where, **487**
- registration of restrictive covenants, **492**
- sale, power of, in registered charge, transfer of land under, **488**
- settlement trustees being statutory owners, transfer where, are to be registered as proprietors, **487**
 - vesting instrument under, transfer to tenant for life in lieu of, **486**
- small holding, transfer of, **491**
 - plan annexed to, **491**
- tenant for life of full age, transfer to, of land bought with capital money, **488**
 - registered as proprietor, transfer where, **488**
 - transfer to, in lieu of vesting instrument under settlement, **486**
- transfer, instrument of, may be framed in third person, **485**
 - of freehold land (part), **486**
 - particulars in, **486**
 - (whole), **485**
 - land bought with capital money to tenant for life of full age, **488**
 - for charitable uses, **491**
 - imposing restrictive covenants, **492**
 - not for small holding, **492**
 - to company or corporation, **490**
 - under power of sale in registered charge, **488**
 - leasehold land, **489**
 - mansion house, restriction on, **487**
 - small holding, **491**
 - plan annexed to, **491**
 - to tenant for life in lieu of vesting instrument under settlement, **486**
 - two or more jointly, **485**
 - under Land Registration Act, 1925, s. 37...**485**
 - where settlement trustees, being statutory owners, are to be registered as proprietors, **487**
 - tenant for life registered as proprietor, **488**
- trustees of settlement being statutory owners, transfer where, are to be registered as proprietors, **487**
- vesting instrument under settlement, transfer to tenant for life in lieu of, **486**
- words, amount of consideration to be stated in, **485**
- land, remainder in fee in, under will or settlement effective after 1926, conveyance of, **451**
 - sale of, title of railway company to mines and minerals on, **424**
 - to railway company to include compensation for damage, **422—423**
 - mines and minerals, **422—423**
 - satisfaction for communications and works, **423**
 - to which right of way annexed, definition of, **433**
 - vendor of, covenant by, not to permit nuisance, **442**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

CONVEYANCES—*continued.*

- land, vendor of, covenant by, not to permit trades to be carried on, **441**
- Lands Clauses Consolidation Act, 1845, conveyance of freeholds to local education authority under, **425**
- lease, acknowledgment and undertaking as to, **373**
 - and assignment to be included in acknowledgment, **466**
 - assignee of, underlease by purchaser of lot who is, to purchaser of lot on sale of leaseholds, **463**
 - assignment of agreement for, covenant in, to perform stipulations of contract, **477**
 - purchaser taking, **460**
 - reservation of apportioned rents to, **460**
- building, assignment of benefit of agreement for, **475**
- covenants and conditions in, covenant by purchaser of leaseholds to perform, **462**
- option to purchase in, conveyance in fee under, of freehold reversion to lessee, **454**
- subject to underlease, and fixtures, assignment of, by indorsement, **370**
- surrender of, by sale to reversioner in fee, by indorsement, **376**
- leasehold business premises, assignment of business may include, **470**
 - house, assignment of, **367**
 - lots, conveyance of, by assignment and underleases, **459**
 - premises, assignment of part of, **371**
- leaseholds, assignment of, by mortgagee under statutory power of sale, **406**
 - original lessee by indorsement, **368**
 - concurrence of lessor in, **368**
 - on sale by tenant for life under S. L. A. 1925... **396**
 - trust of residue in, **461**
- for lives, conversion of, **345**
- perpetually renewable, conversion of, **344**
- purchaser of, covenant by, to perform covenants and conditions in lease, **462**
- sale of, underlease on, to purchaser of lot by purchaser of lot who is assignee of lease, **463**
- sold in lots, assignment of, to purchaser to grant underleases to other purchasers, **459**
- lessee, conveyance of freehold reversion in fee to, under option to purchase in lease, **454**
 - original, assignment of leaseholds by, by indorsement, **368**
- lessor, concurrence of, in assignment of leaseholds, **368**
 - covenants of, release of, **377**
- liability to make compensation for injury to surface of mines, **428**
- life assurance policy, assignment of, by vendor to purchaser, **479**
 - notice in writing of, **479**
- vendor of, covenant by, not to cause forfeiture, **480**
 - go abroad, **480**
 - to pay additional premium on going abroad, **480**
- estate in possession in freeholds under settlement or will before 1926, surrender of, to remainderman, **450**
- liquidation, voluntary, conveyance on sale of freeholds by company in, **420**
- liquidators of company, covenants by, against incumbrances, **421**
 - power of, to sell in winding-up by Court, **420**
- liquors, intoxicating, place for sale of, **442**
- list of customers, covenant to deliver, **472**
- lives, leaseholds for, conversion of, **345**
- local education authority, conveyance of freeholds to, **425**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

CONVEYANCES—*continued.*

- local education authority, power of, for compulsory purchase of school sites, 425
- lot, purchaser of, underlease to, on sale of leaseholds by purchaser of lot who is assignee of lease, **463**
 - who is assignee of lease, underlease by, on sale of leaseholds to purchaser of lot, **463**
- lots laid out for building purposes, deed of covenants between vendors and purchasers of, **444**
 - leasehold, conveyance of, by assignment and underleases, 459
 - leaseholds sold in, assignment of, to purchaser to grant underleases to other purchasers, **459**
- lunatic, committee of, conveyance on sale of freeholds by, **419**
 - implied covenants for title on part of, jurisdiction of Court to authorise, 420
 - not so found by inquisition, 419
- machinery, assignment of, **472**
- manor, steward of, conveyance to be produced to, while manorial incidents subsisting, 344
- manorial incidents, compensation for, how may be paid, 344
 - extinguishment of, by compensation agreement, 344
 - notice to ascertain compensation, **344**
 - land converted into freehold subject to, till 1936...344
 - subsistence of, conveyance to be produced to steward of manor during, 344
- married woman seised in fee, conveyance by, with concurrence of husband, **418**
- materials, assignment of, **472**
- merger of mortgage debt, proviso against, 412
- messuage, covenant by purchaser to spend money in erecting, **438**
- mineral and sporting rights of lord of manor, conveyance by tenant for life of freeholds, formerly copyholds, where, still subsisting, **394**
- minerals, powers to get, by underground workings, **429**
- mines and minerals, conveyance of land on building estate excepting, and containing restrictive covenants, **439**
 - sale of land to railway company to include, **422—423**
 - title of railway company to, on sale of land, 424
- conveyance of, with grant of powers of working, **428**
- exception of, conveyance of land with, and with reservation of working power, **430**
 - power to work, reservation of, **430**
- mortgage debt, covenant by purchaser of equity of redemption to pay, **410**
 - merger of, proviso against, 412
 - transferee of, selling under statutory power, conveyance of freeholds by, **407**
- mortgagee and administrator of mortgagor, conveyance by, in performance of contract for sale by intestate, **416**
 - trustee in bankruptcy of mortgagor, conveyance of freeholds by, **426**
 - assignment of leaseholds by, under statutory power of sale, **406**
 - conveyance by, of freeholds under statutory or express power of sale, **404**
 - executors of, conveyance of freeholds by mortgagor and, where part of purchase-money paid to executors, **414**
 - of fee simple to take legal term of years, 344
- mortgagor, administrator of, conveyance by mortgagee and, in performance of contract for sale by intestate, **416**
 - and executors of mortgagee, conveyance of freeholds by, where part of purchase-money paid to executors, **414**

CONVEYANCES—*continued.*

- mortgagor and mortgagee, conveyance in fee by, to purchaser, mortgage being paid off, **412**
- trustee in bankruptcy of, conveyance of freeholds by mortgagee and, **426**
- name of vendor, covenant to allow purchaser of goodwill to use, **473**
 - of goodwill, consequences of use of, covenant for indemnity against, **474**
 - covenant by purchaser not to use, in purchases, **474**
- notice in writing of assignment of life assurance policy by vendor to purchaser, **479**
 - of assignment of bond debt, **478**
 - conveyance to be given to trustees of settlement, **449**
 - deed of covenants, endorsement of, on common title deed, **444**
 - intention to enter upon land, covenant to give, **436**
 - to ascertain compensation, extinguishment of manorial incidents by, **344**
- nuisance, covenant by vendor of land not to permit, **442**
- option to purchase in lease, conveyance in fee under, of freehold reversion to lessee, **454**
- orders, covenant by vendor of goodwill to receive, for one year, **473**
- overseers of parish, churchwardens and, conveyance to, for parochial purposes, **468**
- parcels in,
 - description of property sold, **482**
 - verbal, in schedule, **482**
 - with plan, **482**
 - for farm, **483**
 - freehold house in town, **483**
 - land and house, without plan, **482**
 - by reference to plan, **483**
 - connecting new with old description, **484**
 - without plan, **482**
 - freeholds by reference to another deed, **484**
 - leaseholds by reference to lease, **484**
 - manors, **483**
 - mansion house and estate, **483**
 - mining lease, **484**
 - newly erected houses, **483**
 - right of way, **484**
 - ordnance map, reference to, **482**
 - plan convenient, except for house property, **482**
 - verbal description with, **482**
 - property sold, description of, **482**
 - schedule, verbal description in, **482**
 - verbal description in schedule, **482**
 - with plan, **482**
- parish, pious or charitable purposes in, conveyance in fee to trustees for, by direction of rector and churchwardens, **468**
- parochial purposes, conveyance for, to churchwardens and overseers of parish, **468**
- partner, vendor of goodwill not to be answerable as, **473**
- partners as joint tenants, conveyance of freeholds to, **384**
 - conveyance by, of freeholds conveyed to firm as partnership property before 1926...**383**
- partnership property, freeholds conveyed to firm as, before 1926, conveyance by partners of, **383**
- patron and Ecclesiastical Commissioners, consent of, conveyance in fee on sale of glebe land with, **466**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

CONVEYANCES—*continued.*

- payment of apportioned rents, 461
- perpetuity, restriction of power as to rents and profits to avoid, **439**
 - of entry to avoid, **439**
- personal chattels, transfer of, 370
 - representatives, conveyance by, of freeholds to which infant is or would be beneficially entitled, **398**
 - sale by, of freeholds under A. E. A. 1925, conveyance on, **456**
- pious purposes in parish, conveyance in fee to trustees in trust for, by direction of rector and churchwardens, **468**
- plan, covenant to build fence and house in accordance with, **441**
 - description of way by reference to, 433
- plant of trade or business, assignment of, for sum to be paid by instalments, **470**
- policy of life assurance, assignment of, by vendor to purchaser, **479**
 - by vendor to purchaser, notice in writing of, 479
 - vendor of, covenant by, not to cause forfeiture, **480**
 - go abroad, 480
 - to pay additional premium on going abroad, **480**
- power as to rents and profits, restriction of, to avoid perpetuity, **439**
 - in marriage settlement, conveyance with consent of beneficiaries on purchase by trustees under, **387**
 - of attorney, covenant as to, 478
 - in assignment of goodwill, 472
 - to sue on agreement, 477
 - entry, restriction of, to avoid perpetuity, **439**
 - liquidators to sell in winding-up by Court, 420
 - local education authority for compulsory purchase of school sites, 425
 - sale, statutory, assignment of leaseholds by mortgagee under, **406**
 - or express, conveyance by mortgagee of freeholds under, **404**
 - statutory, transferee of mortgage selling under, conveyance of freeholds by, **407**
 - to appoint new trustees, **385**
 - enter and repair, in grant of right of way, **433**
 - trustees to sell, **385**
 - work mines, reservation of, **430**
- powers of trustee in bankruptcy, 427
 - working, conveyance of mines with grant of, **428**
 - to get minerals by underground workings, **429**
- premium, additional, covenant by vendor of life assurance policy to pay, on going abroad, **480**
- presentation, next, conveyance of, **481**
- property, description of, in conveyance of remainder in fee in land and capital money under will or settlement effective after 1926...452
 - of bankrupt, after-acquired, 427
- Public Health Acts, conveyance of freeholds by district council under, **426**
- Trustee, conveyance of freeholds by, as trustee for tenants in common, **379**
- purchase by trustee in bankruptcy, 427
 - trustees under power in marriage settlement, conveyance on, with consent of beneficiaries, **387**
 - compulsory, of school sites, power of local education authority for, 425
 - option to, in lease, conveyance in fee under, of freehold reversion to lessee, **454**

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

CONVEYANCES—*continued.*

- purchase-money, payment of, into Court, 389
 - to trustees of settlement, on assignment of leaseholds by tenant for life, 396
- purchaser, assignee, delivery of counterparts of underleases to, 463
- assignment to, of leaseholds sold in lots, to grant underleases to other purchasers, 459
- conveyance to, of remainder in fee under settlement before 1926...449
- covenant by, not to erect buildings, 373
 - to fence in land, 440
 - spend money in erecting messuage, 438
- independent deed executed by, conveyance by building society of land subject to covenants in, 443
- of building land, covenant by, to build dwelling-house, 441
- equity of redemption, covenant by, to indemnify vendor, 410
 - pay mortgage debt, 410
- goodwill, covenant by, not to use name of vendor in purchases, 474
 - to pay outstanding debts, 474—475
 - to allow to use name of vendor, 473
- leaseholds, covenant by, to observe and perform covenants and conditions in lease, 462
- lot, underlease to, on sale of leaseholds by purchaser of lot who is assignee of lease, 463
 - who is assignee of lease, underlease by, to purchaser of lot on sale of leaseholds, 463
- remainder in fee, covenant by, to pay death duties, 450
- taking assignment of lease, 460
 - reservation of apportioned rents to, 460
- purchasers and vendors, covenants among, to observe stipulations, 445
 - enforceability of restrictive covenants between, 440
 - in equal or unequal shares, three, conveyance on sale by one vendor to, [See Add. and Corr., p. lxiii.]
- purchases, use of name of vendor of goodwill in, covenant by purchaser against, 474
- quiet enjoyment, covenant for, 465
- railway company, conveyance of freeholds to, by fee simple owner under agreement, 422
 - sale of freeholds to, in consideration of rentcharge, 422
 - land to, to include compensation for damage, 423
 - mines and minerals, 422—423
 - satisfaction for communications and works, 423
 - title of, to mines and minerals on sale of land, 424
- rector and churchwardens, direction of, conveyance by, in fee to trustees in trust for charitable or pious purposes in parish, 468
- conveyance on sale of glebe land by, 466
- re-entry, provision for, 393
- release of covenants of lessor, 377
 - equity of redemption of freeholds indorsed, 411
- remainder in fee in land or capital money under will or settlement effective after 1926, conveyance of, 451
 - purchaser of, covenant by, to pay death duties, 450
 - under settlement before 1926, conveyance of, to purchaser, 449
 - conveyance of, to tenant for life covenanting to pay death duties, 447
- remainderman, surrender to, of life estate in possession in freeholds under will or settlement before 1926...450

CONVEYANCES—*continued*.

- rent, additional, conversion of fines or heriots into, 345
- apportioned, covenant as to, **373**
- covenant by assignee to pay, **371**
- rentcharge, compensation, conveyance of freeholds (being enfranchised copyholds) subject to, **363**
- conveyance of freeholds for building purposes by tenant for life in consideration of, **391**
- costs where land sold in consideration of, 437
- covenant to pay, **392**
- perpetual, conveyance in fee in consideration of, with covenants to build, repair and insure, **437**
- reservation of, **392**
- sale of freeholds to railway company in consideration of, 422
- vesting of, in vendor, declaration as to, **393**
- rents and profits, power as to, restriction of, to avoid perpetuity, **439**
- apportioned, covenant by vendor to pay, till underleases granted, **462**
- payment of, 461
- reservation of, to purchaser taking assignment of lease, 460
- repair and insure, covenants to, conveyance in fee with, in consideration of perpetual rentcharge, **437**
- of road, covenant for, by grantee of right of way, **433**
- power to, in grant of right of way, **433**
- reservation of power to work mines, **430**
- residue, trust of, in assignment of leaseholds, **461**
- restraint of trade, covenant in, **472—473**
- restrictive covenants, **392—393**
- reversion, freehold, conveyance of, in fee to lessee under option to purchase in lease, **454**
- reversionary interests, sale of, "unconscionable bargains" on, 449
- reversioner in fee, surrender of lease by sale to, by indorsement, **376**
- right of way, definition of land to which annexed, 433
- grant of, **432**
- grantee of, covenant by, to repair road, **433**
- with horses and carriages, grant of, **431**
- road, repair of, covenant for, by grantee of right of way, **433**
- rubbish, covenant to carry away, **436**
- sale by Court in administration action by trustees for sale, conveyance on, **457**
- tenant for life under S. L. A. 1925, assignment of leaseholds, **396**
- conveyance of freeholds on, **388**
- contract for, by intestate, conveyance by mortgagee and administrator of mortgagor in performance of, **416**
- testator, conveyance by executors in execution of, **455**
- conveyance on, by one vendor to three purchasers in equal or unequal shares. [See Add. and Corr., p. lxiii.]
- of advowson under Benefices Act, 1898...481
- freeholds by committee of lunatic, conveyance on, **419**
- company in voluntary liquidation, conveyance on, **420**
- personal representatives under A. E. A. 1925, conveyance on, **456**
- to railway company in consideration of rentcharge, 422
- glebe land with consent of patron and of Ecclesiastical Commissioners, conveyance on, **466**
- sanction of Board of Agriculture and Fisheries, 466
- lands, covenants for title on, 468
- intoxicating liquors, place for, **442**
- land, title of railway company to mines and minerals on, 424

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

CONVEYANCES—*continued*.

- sale of land to railway company to include compensation for damage, **423**
 - mines and minerals, **422—423**
 - satisfaction for communications and works, **423**
- leaseholds, underlease on, to purchaser of lot by purchaser of lot who is assignee of lease, **463**
- reversionary interests, "unconscionable bargains" on, **449**
- power of, statutory, assignment of leaseholds by mortgagee under, **406**
 - or express, conveyance by mortgagee of freeholds under, **404**
 - to trustees, **385**
- trust for, in will, conveyance of freeholds by trustees under, **385**
- trustees for, administration action by, conveyance on sale by Court in, **457**
 - with sanction of Court, **389**
- sand, covenant to carry away, **436**
- satisfaction for communications and works, sale of land to railway company to include, **423**
- school sites, compulsory purchase of, power of local education authority for, **425**
- searches, **354—356**
- seisin, unity of, extinction of easement by, **432**
- settlement before 1926, life estate in possession in freeholds under, surrender of, to remainderman, **450**
 - remainder in fee under, conveyance of, to purchaser, **449**
 - conveyance of, to tenant for life covenanting to pay death duties, **447**
- effective after 1926, remainder in fee in land or capital money under, conveyance of, **451**
- marriage, conveyance with consent of beneficiaries on purchase by trustees under power in, **387**
- trustees of, notice of conveyance to be given to, **449**
 - payment of purchase-money to, on assignment of leaseholds by tenant for life, **396**
- shares, equal or unequal, three purchasers in, conveyance on sale by one vendor to. [*See Add. and Corr.*, p. lxiii.]
- soil, covenant to carry away, **436**
- stamp on assignment of benefit of agreement for building lease, **475**
- stamps, **356—357**
- steward of manor, conveyance to be produced to, while manorial incidents subsisting, **344**
- stock-in-trade, assignment of, **472**
- stones, covenant to carry away, **436**
- stream, surface, subterranean watercourse and, grant of right to use, **434**
- subterranean watercourse and surface stream, grant of right to use, **434**
- surface, damage to, covenant against, **436**
 - of land, damage to, vendor not to be liable for, **430**
 - stream, subterranean watercourse and, grant of right to use, **434**
- surrender of lease by sale to reversioner in fee, by indorsement, **376**
 - life estate in possession in freeholds under settlement or will before 1926 to remainderman, **450**
- tavern, erection of, **442**
- tenant for life, conveyance by, of freeholds for building purposes in consideration of rentcharge, **391**
 - formerly copyholds where mineral and sporting rights of lord of manor still subsisting, **394**

CONVEYANCES—*continued*.

- tenant for life covenanting to pay death duties, conveyance to, of remainder in fee under settlement before 1926...**447**
 - sale by, under S. L. A. 1925, assignment of leaseholds on, **396**
 - conveyance of freeholds on, **388**
- tenants in common, conveyance of freeholds by Public Trustee as trustee for, **379**
 - trustees appointed by, in place of Public Trustee, **381**
 - vendors who were, **378**
- tenements, dominant and servient, distinct, existence of, essential to easement, **432**
- term of years, legal, mortgagee of fee simple to take, **344**
- testator, contract for sale by, conveyance by executors in execution of, **455**
- title, covenants for, on sale of glebe lands, **468**
 - deed, common, endorsement of notice of deed of covenants on, **444**
 - documents of, acknowledgment as to, until grant of underleases, **462**
 - implied covenants for, on part of lunatic, jurisdiction of Court to authorise, **420**
 - of railway company to mines and minerals on sale of land, **424**
- trade, goodwill and plant of, assignment of, for sum to be paid by instalments, **470**
- restraint of, covenant in, **472—473**
- trades, covenant by vendor of land not to permit carrying on of, **442**
- transfer of personal chattels, **370**
- transferee of mortgage selling under statutory power, conveyance of freeholds by, **407**
- trust for sale in will, conveyance of freeholds by trustees under, **385**
 - of residue in assignment of leaseholds, **461**
 - to grant underleases, **461**
- trustee for tenants in common, conveyance of freeholds by Public Trustee as, **379**
 - in bankruptcy, appointment of, **427**
 - of mortgagor, conveyance of freeholds by mortgagee and, **426**
 - powers of, **427**
 - purchase by, **427**
- trustees appointed by tenants in common in place of Public Trustee, conveyance of freeholds by, **381**
 - as statutory owners, conveyance by, under S. L. A. 1925, of freeholds of which infant would on majority be tenant for life, **400**
 - conveyance in fee to, in trust for charitable or pious purposes in parish by direction of rector and churchwardens, **468**
 - of freeholds by, under trust for sale in will, **385**
 - for sale, administration action by, conveyance on sale by Court in, **457**
 - new, power to appoint, **385**
 - of settlement, notice of conveyance to be given to, **449**
 - payment of purchase-money to, on assignment of leaseholds by tenant for life, **396**
 - purchase by, under power in marriage settlement, conveyance on, with consent of beneficiaries, **387**
- tunnel, covenant to maintain, **436**
- "unconscionable bargains" on sale of reversionary interests, **449**
- underground workings, powers to get minerals by, **429**
- underlease, lease subject to, assignment of, by indorsement, **370**
 - on sale of leaseholds to purchaser of lot by purchaser of lot who is assignee of lease, **463**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

CONVEYANCES—*continued.*

- underleases, assignment and, conveyance of leasehold lots by, 459
- counterparts of, delivery of, to assignee purchaser, 463
- form of, annexation of, to deed of assignment, 461
- grant of, acknowledgment as to documents of title until, **462**
- trust to grant, **461**
- unequal or equal shares, three purchasers in, conveyance on sale by one vendor to. [*See Add. and Corr.*, p. lxiii.]
- unity of seisin, extinction of easement by, 432
- utensils, assignment of, **472**
- value, statement as to, 357
- vendor, covenant by, to pay apportioned rents till underleases granted, **462**
 - not to be liable for damage to surface of land, **430**
 - of goodwill, covenant by, to receive orders for one year, **473**
 - to, for indemnity against consequences of permission to use his name, **474**
 - name of, covenant to allow purchaser to use, **473**
 - not to attend to business, **473**
 - be answerable as partner, **473**
 - rival business of, 473
- land, covenant by, not to permit trades to be carried on, **442**
 - nuisance, **442**
- life assurance policy, covenant by, not to cause forfeiture, **480**
 - go abroad, 480
 - to pay additional premium on going abroad, **480**
- vesting of rentcharge in, declaration as to, **393**
- vendors and purchasers, covenants among, to observe stipulations, **445**
 - of lots laid out for building purposes, deed of covenants between, **444**
- vesting deed, principal, declaration as to, **393**
 - subsidiary, conveyance by, of freeholds and leaseholds on purchase with capital moneys under S. L. A. 1925...**402**
- watercourse, covenant to maintain, **436**
 - subterranean, and surface stream, grant of right to use, **434**
- way, description of, by reference to plan, 433
 - right of, definition of land to which annexed, 433
 - grant of, **432**
 - grantee of, covenant by, to repair road, **433**
 - with horses and carriages, grant of, **431**
- will before 1926, life estate in possession in freeholds under, surrender of, to remainderman, **450**
 - effective after 1926, remainder in fee in land and capital money under, conveyance of, **451**
 - trust for sale in, conveyance of freeholds by trustees under, **385**
- winding-up by Court, power of liquidators to sell in, 420
- woman, married, seised in fee, conveyance by, with concurrence of husband, **418**
- working, powers of, conveyance of mines with grant of, **428**
- workings, underground, powers to get minerals by, **429**
- works, satisfaction for, sale of lands to railway company to include, **423**

COPYHOLD COMPENSATION AGREEMENTS,

- agreement, compensation, for extinguishment of manorial incidents, **495**
 - receipt for gross sum to be endorsed on, **500**
 - to be endorsed on, **497**
 - form of, 494
- compensation agreement for extinguishment of manorial incidents, **495**
 - receipt for gross sum to be endorsed on, **500**
 - to be endorsed on, **497**
- court rolls, description on, **497**

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

COPYHOLD COMPENSATION AGREEMENTS—*continued*.

- description on court rolls, 497
- extinguishment of manorial incidents, compensation agreement for, **495**
- fees, receipt for, **497**
- finer, receipt for, **497**
- form of agreement, 494
- gross sum, receipt for, to be endorsed on compensation agreement, **500**
- heriots, receipt for, **497**
- lord of manor, rights of, to mines and minerals, 496
- manorial incidents, extinguishment of, compensation agreement for, **495**
 - title to, who can make, 495
- manor, lord of, rights of, to mines and minerals, 496
- mines and minerals, rights of lord of manor to, 496
- parties, who are required to be, 494
- receipt for fees, **497**
 - finer, **497**
 - gross sum to be endorsed on compensation agreement, **500**
 - heriots, **497**
 - reliefs, **497**
 - rents, **497**
 - to be endorsed on compensation agreement, **497**
- reliefs, receipt for, **497**
- rents, receipt for, **497**
- sum, gross, receipt for, to be endorsed on compensation agreement, **500**
- title to manorial incidents, who can make, 495

COVENANT. *See under various titles, e.g., for "Covenants in lease," see LEASE; for "Covenants in mortgage," see MORTGAGE, &c.*

DECLARATIONS (STATUTORY),

- birth certificate is evidence of date of birth, 502
- birth, date of, birth certificate is evidence of, 502
- certificate of birth is evidence of date of birth, 502
- Court, statutory declaration in matters of descent not generally admissible in, 502
- declarant, relationship of, to family, declaration as to pedigree should show, 502
- declaration as to pedigree by member of family, 502
 - should show relationship of declarant to family, 502
 - by wife to family of husband, proof of relationship in, 503
 - statutory, as to identity and uninterrupted possession of land, **501**
 - in matters of descent not generally admissible in Court, 502
- descent, statutory declaration in matters of, not generally admissible in Court, 502
- evidence as to identity of land, 501
 - of date of birth, birth certificate is, 502
- family, member of, declaration by, as to pedigree, 502
 - of husband, declaration by wife to, proof of relationship in, 503
 - relationship of declarant to, declaration as to pedigree should show, 502
- husband, family of, declaration by wife to, proof of relationship in, 503
- identity and uninterrupted possession of land, statutory declaration as to, **501**
 - of land, evidence as to, 501
- land contracted to be sold, pedigree and other matters affecting, statutory declaration as to, **502**

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

DECLARATIONS (STATUTORY)—*continued*.

- land, identity and uninterrupted possession of, statutory declaration as to, **501**
 - of, evidence as to, **501**
- meaning of "statutory declaration," **501**
- pedigree and other matters affecting land contracted to be sold, statutory declaration as to, **502**
 - declaration as to, by member of family, **502**
 - should show relationship of declarant to family, **502**
 - proof of relationship in declaration by wife to family of husband, **503**
- possession, uninterrupted, of land, statutory declaration as to, **501**
- relationship of declarant to family, declaration as to pedigree should show, **502**
 - proof of, in declaration by wife to family of husband, **503**
- statutory declaration as to identity and uninterrupted possession of land, **501**
 - pedigree and other matters affecting land contracted to be sold, **502**
 - in matters of descent not generally admissible in Court, **502**
 - meaning of, **501**
- wife, declaration of, to family of husband, proof of relationship in, **503**.

DIRECTIONS AND CONSENTS,

- advancement of child, direction or consent for, **509**
- alteration of investments of capital moneys by calling in mortgage, consent of tenant for life to, **507**
- assign, licence to, by lessor to lessee, **510**
- capital moneys, investment of, direction by tenant for life as to, **505**
 - purchase of lands with, direction by tenant for life for, **507**
- child, advancement of, direction or consent for, **509**
- consent as to investment of trust funds, **504**
 - by trustees of settlement to sale of principal mansion house by tenant for life, **508**
 - to tenant for life cutting and selling timber, **506**
 - for advancement of child, **509**
 - of tenant for life to alteration of investment of capital moneys by calling in mortgage, **507**
 - to sale of land by trustees, **506**
- cutting and selling of timber by tenant for life, consent by trustees to, **506**
- direction as to investment of trust funds, **504**
 - by tenant for life as to investment of capital moneys, **505**
 - for purchase of lands to be settled, **507**
 - to purchase land with capital moneys, **507**
 - for advancement of child, **509**
 - to vary investment, **505**
- investment of capital moneys, alteration of, by calling in mortgage, consent of tenant for life to, **507**
 - direction by tenant for life as to, **505**
- trust funds, direction or consent as to, **504**
 - variation of, direction for, **505**
- land, sale of, by trustees, consent to, **506**
- lands, purchase of, with capital moneys, direction by tenant for life for, **507**
 - to be settled, purchase of, direction by tenant for life for, **507**
- lessee, licence to, by lessor to assign, **510**
- lessor, licence by, to lessee to assign, **510**
- licence to assign by lessor to lessee, **510**
- mansion house, sale of, by tenant for life, consent of trustees of settlement to, **508**

DIRECTIONS AND CONSENTS—*continued*.

- mortgage, calling in of, alteration of investment of capital moneys by, consent of tenant for life to, **507**
- mortgagee, notice to, under S. L. A. 1925, s. 104 (4), of intention to sell by tenant for life, **509**
- notice by tenant for life, under S. L. A. 1925, s. 104 (4), to mortgagee of intention to sell, **509**
- purchase of lands to be settled, direction by tenant for life for, **507**
 - with capital moneys, direction by tenant for life for, **507**
- sale of land by trustees, consent to, **506**
 - principal mansion house by tenant for life, consent of trustees of settlement to, **508**
- settlement, purchase of lands for, direction by tenant for life for, **507**
- tenant for life, consent of, to alteration of investment of capital moneys by calling in mortgage, **507**
 - cutting and selling timber, consent by trustees to, **506**
 - direction by, as to investment of capital moneys, **505**
 - for purchase of lands to be settled, **507**
 - to purchase land with capital moneys, **507**
 - notice by, under S. L. A. 1925, s. 104 (4), to mortgagee of intention to sell, **509**
 - sale of principal mansion house by, consent of trustees of settlement to, **508**
- timber, cutting and selling of, by tenant for life, consent by trustees to, **506**
 - what is, **506**
- trust funds, investment of, direction or consent as to, **504**
- trustees, consent by, to tenant for life cutting and selling timber, **506**
 - of settlement, consent by, to sale of principal mansion house by tenant for life, **508**
 - sale of land by, consent to, **506**
- variation of investment, direction for, **505**

DISCLAIMER,

- deed desirable as evidence of disclaimer, **510**
 - not necessary for disclaimer, **510**
 - poll, disclaimer by, by one of two trustees and executors of a will, **510**
- disclaimer by deed poll by one of two trustees and executors of a will, **510**
 - married woman, **511**
 - deed not necessary for, **510**
 - evidence of, deed desirable as, **510**
 - of legacy, **512**
 - trusts of settlement, **512**
- evidence of disclaimer, deed desirable as, **510**
- legacy, disclaimer of, **512**
- married woman, disclaimer by, **511**
- part of trusts, trustee cannot disclaim, **510—511**
- probate, renunciation of, **511**
- registered land, **511**
- renunciation of probate, **511**
- settlement, trusts of, disclaimer of, **512**
- trustee cannot disclaim part only of trusts, **510—511**
- trusts of settlement, disclaimer of, **513**
 - part of, trustee cannot disclaim, **510—511**

DISENTAILING DEEDS,

- barring estate tail, consent of protector of settlement to, **515**
- base fee, deed by tenant in tail male in remainder to create, **522**
 - enlargement of, deed for, **523**
- chattels, disentailing deed of, **517**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

DISENTAILING DEEDS—*continued*.

- consent of protector, disentailing deed by tenant in tail in remainder with, **516**
 - of settlement, **514**
 - to barring estate tail, **515**
- deed by tenant in tail in remainder to create a base fee, **522**
 - disentailing, by protector and tenant in tail, **517**
 - tenant in tail in remainder with consent of protector, **516**
 - of chattels, **517**
 - freeholds by tenant in tail in possession, **513**
 - male in possession, **514**
 - leaseholds, **517**
 - money to buy land to be settled, **517**
 - money to buy land to be settled on such trusts as protector and tenant in tail shall jointly appoint, **519**
 - settled moneys, **517**
 - to tenant in tail in fee simple, subject to life estate of protector, **516**
 - to enlarge base fee, **523**
- disentailing deed by protector and tenant in tail, **517**
 - tenant in tail in remainder with consent of protector, **516**
 - of chattels, **517**
 - freeholds by tenant in tail in possession, **513**
 - male in possession, **514**
 - leaseholds, **517**
 - money to buy land to be settled, **517**
 - money to buy land to be settled on such trusts as protector and tenant in tail shall jointly appoint, **519**
 - settled moneys, **517**
- disposition, testamentary, by tenant in tail of entailed real and personal property, **524**
- enlargement of base fee, deed for, **523**
- entailed real and personal estate, testamentary disposition of, by tenant in tail, **524**
- estate tail, barring of, consent of protector of settlement to, **515**
- freeholds, disentailing deed of, by tenant in tail in possession, **513**
 - male in possession, **514**
- land to be settled, money to buy, disentailing deed of, **517**
- leaseholds, disentailing deed of, **517**
- life estate of protector, disentailing deed to tenant in tail in fee simple subject to, **516**
- money to buy land to be settled upon such trusts as protector and tenant in tail shall jointly appoint, disentailing deed of, **519**
 - disentailing deed of, **517**
- moneys settled, disentailing deed of, **517**
- protector and tenant in tail, disentailing deed by, **517**
 - consent of, disentailing deed by tenant in tail in remainder with, **516**
 - life estate of, disentailing deed to tenant in tail in fee simple subject to, **516**
 - of settlement, consent of, **514**
 - to barring estate tail, **515**
- real and personal estate, entailed, testamentary disposition of, by tenant in tail, **524**
- settled moneys, disentailing deed of, **517**
- settlement, protector of, consent of, **514**

DISENTAILING DEEDS—*continued*.

- tenant in tail and protector, disentailing deed by, **517**
 - in fee simple, disentailing deed to, subject to life estate of protector, **516**
 - possession, disentailing deed of freeholds by, **513**
 - remainder, disentailing deed by, with consent of protector, **516**
 - male in possession, disentailing deed of freeholds by, **514**
 - remainder, deed by, to create base fee, **522**
 - testamentary disposition by, of entailed real and personal estate, **524**
- testamentary disposition by tenant in tail of entailed real and personal estate, **524**

EXCHANGES,

- conveyance of freeholds to tenant for life by subsidiary vesting deed in exchange for settled lands, **528**
 - lands in exchange for other lands conveyed by separate deed of even date, **525**
 - where money paid for equality of exchange, **526**
- deed, necessity of, for exchange, **524**
- equality of exchange, money paid for, conveyance of lands in exchange where, **526**
- exchange, equality of, money paid for, conveyance of lands in exchange for, **526**
 - for lands conveyed by separate deed of even date, conveyance of lands in, **525**
 - settled lands, conveyance in, of freeholds to tenant for life by subsidiary vesting deed, **528**
- exchanges of land, how may be effected, **524**
- freeholds, conveyance of, to tenant for life by subsidiary vesting deed in exchange for settled lands, **528**
- land, exchanges of, how may be effected, **524**
- lands, conveyance of, in exchange for other lands by separate deed of even date, **525**
 - where money paid for equality of exchange, **526**
 - conveyed by separate deed, conveyance of land in exchange for, **525**
- separate deeds, lands conveyed by, conveyance of lands in exchange for, **525**
- settled lands, conveyance in exchange for, of freeholds to tenant for life by subsidiary vesting deed, **528**
- tenant for life, conveyance of freeholds to, by subsidiary vesting deed in exchange for settled lands, **528**
- vesting deed, subsidiary, conveyance by, of freeholds to tenant for life in exchange for settled lands, **528**

INDEMNITY,

- annuity, life, charged on lands, deed of covenant to indemnify purchaser against, **531**
- covenant, deed of, to indemnify purchaser of lands against life annuity charged thereon, **531**
 - tenant paying rent where title to reversion in dispute, **530**
- to charge rentcharge exclusively on other premises, **535**
- declaration of trusts of stock, **532**

INDEMNITY—*continued.*

- deed of covenant to indemnify purchaser of lands against life annuity charged thereon, **531**
 - tenant paying rent where title to reversion is in dispute, **530**
- entry, power of, indemnity against rentcharge by grant of, **534**
- grant of power of entry, indemnity against rentcharge by, **534**
- indemnity against rentcharge by grant of power of entry, **534**
 - deed of covenant for, to purchaser of lands against life annuity charged thereon, **531**
 - to tenant paying rent, deed of covenant for, where title to reversion is in dispute, **530**
- lands, life annuity charged on, deed of covenant to indemnify purchaser against, **531**
- power for trustees to realize, **533**
 - of entry, grant of, indemnity against rentcharge by, **534**
- purchaser of lands, deed of covenant to indemnify, against life annuity charged thereon, **531**
- rent, indemnity to tenant paying, deed of covenant for, where title to reversion is in dispute, **530**
- rentcharge, covenant to charge, exclusively on other premises, **535**
 - indemnity against, by grant of power of entry, **534**
- reversion, title to, in dispute, deed of covenant to indemnify tenant paying rent where, **530**
- stock, trusts of, declaration of, **532**
- tenant paying rent, indemnity to, deed of covenant for, where title to reversion is in dispute, **530**
- title to reversion in dispute, deed of covenant to indemnify tenant paying rent where, **530**
- trustees, power for, to realize, **533**
- trusts of stock, declaration of, **532**

INSURANCE. *See under various titles, e.g., for "Covenant by lessee to insure," see under LEASES, &c.*

INTERPRETATION CLAUSE. *See various titles.*

LAND CHARGES ACT, 1925,

- covenants, restrictive, registration of, as land charges under, 392
 - sect. 10 of, 235
- death duties, charges for, sect. 10 of, as to, 267
- land charges, local, registration of, sect. 15 of, as to, **218**
- option to purchase, registration of, as "estate contract" under, 573
- rentcharge, registration of, under sect. 10 of, 496

LANDLORD. *See LEASES.*

LAND REGISTRATION ACT, 1925,

- appointment of trustees, form of, under, 79
- assent, form of, for use in case of registered land under sect. 41 (4) of, 689
- caution, protection by, of contract for sale of registered land under sect. 53 of, 309
- charges on registered land, purchasers by registered disposition to take free from, under sect. 73 of, 267
- company, land registered by, as proprietor, registration and protection of mortgages and charges on, under Act, sect. 60 of, as to, 263

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

LAND REGISTRATION ACT, 1925—*continued*.

- covenants, restrictive, entry of notice of, on register to replace registration as land charge under sect. 50 of, 235
- evidence of title which purchaser of registered land may require, sect. 110 of, as to, 302
- lease for term of over forty years, registration of, under sect. 123 of, 568—569
- registrar, action of, in all matters concerning, sect. 47 of, as to, 79—80
- registration in Land Registry, who are affected with notice by, under sect. 50 (2) of, 237
- transfer of registered land, sect. 38 of, as to, 153
- unregistered title, vendor holding under, sects. 110 (5) and 123 of, as to, 303

LAND, TRANSFER OF. *See* TRANSFER OF LAND.

LAW OF PROPERTY ACT, 1922,

- agreements, separate, as to compensation, by persons entitled to give receipts, under sect. 142 of, 494
- compensation agreement under sect. 138 of, 494
- copyhold, cessation of, as from 1926 under, 344—345
 - compensation agreements, form of, under Sched. XIII. of, 494
 - parties to, under sect. 138 (3) of, 494
- customary tenure, cessation of, as from 1926 under, 344—345
- declaration, statutory, of lord or tenant under sect. 138 (5) (ii) of, 494—495
- enfranchised land, vesting of, under Sched. XII. para. 8, of, 344
- manorial incidents, person who on sale can dispose of, under sect. 188 of, 494
- mineral rights, reservation of, by 12th Sched. of, 344
- Minister of Agriculture and Fisheries, application to, for declaration under sect. 139 (vi) of, 366
- rentcharge, terminable and variable, sect. 138 (5) (i) and (6) of, 495
- sporting rights, reservation of, by 12th Sched. of, 344

LAW OF PROPERTY ACT, 1925,

- acknowledgment and undertaking, effect of, sect. 64 of, as to, 362
- apportionment of conditions on severance of reversion under sect. 141 of, 531
- attestation, execution and, sect. 159 of, as to, 152
 - of execution of conveyance by solicitor of purchaser under sect. 75 of, 153
- attorney, execution by, under power, of assurance or instrument under sect. 123 of, 165
- bond, discharge of, receipt of last surviving obligee is, under sect. 111 (1) of, 189
- bonds, sect. 80 (1) of, as to, 189
- charges on land which can subsist under, 345
- consolidation, restriction of right of, under sect. 93 of, 409
- contract to build house not within sect. 40 of, 3
- conveyances, voluntary, since 28th June, 1893, sect. 173 of, as to, 273
- copyholds, enfranchisement of, title of lord of manor cannot be required on, by sect. 44 (6) of, 211
- corporation sole, conveyance to, sect. 60 (2) of, as to, 346
- covenant by lessee for assigns unnecessary under sect. 79 of, 541
 - to pay costs of proceedings under sect. 146 of, **572**
 - deemed made with covenantee or successors in title, sect. 78 of, as to, 445
 - for title, form of, under 2nd Sched. Part VI. of, 390
 - implied by vendor's conveying "as mortgagee," by 2nd Sched. Part VI. of, 405
 - with self and others, sect. 82 of, as to, 352
- covenantor need not covenant for self and assigns, by sect. 79 of, 440

LAW OF PROPERTY ACT, 1925—*continued*.

- covenants for title, variation and extension of, under sect. 76 and Sched. II.
 - Parts I.—VI. of, 351
 - implied, charge on land may be given to secure performance of, under sect. 77 of, 351
 - relating to land, sects. 78—80 of, as to, 352
 - restrictive, registration of, as land charges under sect. 198 of, 392
- death duties, charges for, sect. 17 (1) of, as to, 267
- decorative repairs, relief from liability for, under sect. 147 of, 541
- deed, description of, under sect. 57 of, 353
- deeds, production of, covenant for, sect. 45 (7) of, as to, 213
- disclaimer of powers under sect. 156 of, 511
- disentailing assurance, enrolment of, made needless by sect. 133 of, 352
- distress and entry, powers of, omission of, in reliance on sect. 121 of, 437
- documents of title, production of, covenants for, sect. 45 (8) of, as to, 213
 - retainer of, sect. 45 (9) of, as to, 362
 - retained by vendor under sect. 45 (9) of, 214
- easements, can be held in common under sect. 187 of, 348
 - creation of, by grant or reservation under sects. 51, 52 and 65 of, 346
 - sects. 1 (2) (a) and 51 of, as to, 432
 - to enure for benefit of land to which intended to be annexed, under sect. 187 of, 346
- enfranchisement, title to make, purchaser precluded from requiring production of, by sect. 44 (6) of, 258
- equitable estates or interests under, what are, 346
 - interests in land, sect. 130 of, as to, 352
 - overreaching of, sect. 2 of, as to, 352—353
- estate contract, effect of, under sect. 2 of, 227
 - registration of memorandum as, under sects. 10 and 13 of, 227
- “estate owner” and “equitable” interests, meaning of, under sect. 205 (v) and (x) of, 215
- estates in land which can subsist at law under sect. 1 of, 345
- expenses to be paid by purchaser, what are, under sect. 45 (4) of, 213—214
- fee simple, mortgagee selling, under statutory powers must sell and convey under sect. 88 of, 349
- fixed time, power of attorney made irrevocable for, sect. 127 of, as to, 158
- forfeiture, relief against, in leases of agricultural or pastoral land, sect. 146 (9) (a) of, as to, 618
- general words and estate clause, omission of, under sects. 62—63 of, 359
- “grant” not necessary to convey land, by sect. 51 of, 353
 - omission of, in conveyance of land, sect. 51 (2) of, as to, 526
- income, person entitled to, exercise of powers of tenant for life by, under order of Court before 1926, under sect. 29 of, 347
- incumbrancers, concurrence of, in sale not to be required under, 224
- incumbrances, discharge of, on exchanges of land under sect. 50 of, 524
- infant, land cannot be held by or conveyed to, by sect. 19 of, 346
- insurance, sect. 47 of, as to, 279
- land, interests in, which can subsist under, 345
- lease by mortgagor or mortgagee in possession under sect. 99 of, 541, 664
 - contract for, sect. 44 (9) of, as to, 212
- “lease” included in “conveyance” in interpretation clause under sect. 205 (ii) of, 539
- leasehold interest, mortgagee of, must sell and assign whole term granted by lease affected by mortgage under sect. 89 of, 349
- leaseholds, purchaser of, cannot require title to freehold, by sect. 44 (2) of, 212
- leases for lives, sect. 149 of, as to, 266

LAW OF PROPERTY ACT, 1925—*continued*.

- leases for lives, effect of, under sect. 149 (6) of, 213
 - sect. 149 (6) of, as to, 539
- legal estate in land, limitation of, under sects. 34, 36 of, 345
 - outstanding, sect. 42 of, as to, 214
- licence to assign, sect. 144 of, as to, 230
- limitation, words of, conveyance to grantee without, will pass estate in fee simple under sect. 60 (1) of, 346
- lots, two or more, held under one title, purchaser of, sect. 45 (5) of, as to, 214
- lunatic tenant for life or in fee simple, sect. 22 of, as to, 347
- married woman, acknowledgment by, sect. 167 of, as to, 418
- memorandum of restriction on or rights over common land, right of purchaser to require, 225
- mortgagee by deposit, application by, to Court for order for sale under sect. 90 of, 269
 - can assign whole term granted by lease, under sects. 89 and 104 of, 407
 - conveyance by, after 1925 presumed made under statutory power, under sect. 104 (3) of, 349
 - equitable, by deposit, without statutory power of sale, sect. 100 of, as to, 290
 - may convey fee simple in name of estate owner in whom vested, under sect. 88 of, 405
 - receipt of, operating as reconveyance, effect of, under sect. 115 of, 288
 - sale by, sect. 92 of, as to, 280
 - selling under power must convey legal fee simple if term created thereout, under sect. 88 of, 212—213
- mortgages, sects. 85, 87 of, as to, 349
- mortgagor, sale by, sect. 101 (2) of, as to, 280
- notice, sect. 196 (5) of, as to, 639
 - to trustees of settlement or trust corporation appointed to receive notice under sect. 138 of, 450
- outstanding legal estates, sect. 42 (3), (4) of, as to, 524
- Patman v. Harland*, 17 Ch. D. 353, judgment in, overruled by sect. 44 of, 315
- power of attorney revocable subject to sect. 127 of, 157
- powers of appointment are equitable under, 346
- protection of person acting in good faith under power of attorney by sect. 124 of, 157—158
- purchase-money, valid discharge for, receipt of mortgagee as, sect. 107 of, as to, 405
- receipt in body of deed as evidence of payment under sect. 68 of, 541
 - effect of, under sects. 67—68 of, 359
- recitals as evidence, under sect. 45 (6) of, 213
- re-entry, condition of, defeasance to revive, needless under sect. 143 of, 686
- registration at Land Registry of power of attorney relating to land or registered charge, under sect. 125 of, 158
- "release" by joint tenant or tenants to others valid and effectual under sect. 36 (2) of, 354
- release by virtue of sect. 155 of, 70
- rent, payment of, cross covenants for, implied by sect. 77 (1) (D) of, 373
 - receipt for, to be evidence of due performance of covenants in lease, by sect. 45 (2) and (3) of, 212
- rentcharge, land subject to, release of, under sect. 70 of, 535
 - legal, creation of, by grant or reservation, under sects. 51, 52 and 65 of, 346
 - payment of, remedies for enforcing, under sect. 121 of, 392
 - redeemable under sect. 191 of, 439

LAW OF PROPERTY ACT, 1925—*continued*.

- rentcharge, remedies to recover, under sect. 21 of, application of, to jointure rentcharge, 60
- reversion, rent and benefit of covenants of lessee running with, under sect. 141 of, 531
- reversionary interest, *bonâ fide* purchase of, setting aside of, sect. 174 of, as to, 449
- satisfied terms, sect. 5 of, as to, 270
- sealing alone not enough in execution of deeds, under sect. 73 of, 153
 - mode of, authorised by articles or memorandum effectual, under sect. 74 (6) of, 153
- Shelley's case*, rule in, abolished by sect. 131 of, 346
- signature necessary to execution of deed, under sect. 73 of, 154
- solicitor adopting the Act, protection of, under sect. 82 of, 214
- solicitors, employment of, sect. 48 of, as to, 239
- Statute of Uses, repeal of, by Sched. VII. of, effect of, on provision settling land to uses, 103
- survivorship, presumption of, in case of uncertain circumstances of survival, under sect. 184 of, 268
- tenancy in common, Sched. I. Part IV. of, as to, 379
- testamentary disposition by tenant in tail of entailed real and personal estate under sect. 175 of, **524**
- title, commencement of, under sect. 44 of, 211
 - investigation of, by purchaser, under sect. 45 (1) of, 211
 - previous, right of purchaser to call for, exclusion of, sect. 44 (2), (3) as to, 230
 - to leasehold reversion, special stipulation to preclude underlessee from calling for, under sect. 44 (2), (3) of, 553
- transfer of legal interest in mortgage terms under sect. 114 (3) of, 78
- trust for sale, duration of, sect. 23 of, as to, 385—386
- trustee adopting the Act, protection of, under sect. 82 of, 214
 - sole, not being a trust corporation, sect. 27 (2) of, as to, 347
- trustees for sale, land vested in, sect. 28 of, as to, 347
- underlease, purchaser of, cannot call for title of reversioner, 212
- undivided share in land, legal estate in, cannot subsist at law, by sect. 34 of, 348
 - sect. 1 (6) of, as to, 260
- "valuable consideration," meaning of, under sect. 76 (1) (A) and (B) of, 370
- vendor, documents retained by, under sect. 45 (9) of, 214
 - expenses to be borne by, to exclusion of purchaser, under sects. 42 (2), (3) and 125 (2) of, 273
- identification of, description for, in contract, under sect. 40 of, 227
- writing, necessity of, under sect. 40 of, for action upon agreement, 1

LEASES,

- abatement of rent in case of fire, 555
- acceptance of title of lessor up to date of lease, **573**
- access of landlord and agents to view state and condition of premises, **552**
- account of adventurers, covenant to deliver, in mining lease, **636**
- adits, licence to make, **628**
 - repair of, covenant for, **634**
 - rights as to, reservation of, **630**
- adjoining buildings, light to, covenant by lessee against obstruction of, **572**
 - land, right to build on, reservation of, **583**
 - lands of lessor, covenant to convey gritstone from, **660**
- advances by lessor to lessee during progress of works, **597**
 - repayment of, by lessee, how demand for, to be made, **599**
 - power of lessor to sell on default in, **598**
- adventurers, account of, covenant to deliver, in mining lease, **636**

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

LEASES—*continued*.

- agent, agreement made by, approbation of, 613
- agents of landlord to have access to view state and condition of premises, **552**
- agreement, determination of, on death of lessee, option to lessor for, **600**
 - for building lease or leases, with provisions as to building and time, and option to purchase, **593**
 - lease of farm determinable after seven or fourteen years, **610**
 - with stipulations as to husbandry and scale of allowances for tenant's improvements, **603**
 - public-house by brewer, **556**
 - or underlease not to operate as demise, **555**
 - of private house in London, with or without furniture, **552**
 - to stand despite fire before commencement of term, **555**
 - letting grazing rights, **673**
 - of brickfield from year to year, **662**
 - cottage from year to year, **550**
 - furnished lodgings with attendance, **545**
 - parsonage from year to year, **675**
 - surrender and new lease, **687**
 - tenancy of house and garden for six months, with use of furniture, plate and linen, **549**
 - lessee to build only in accordance with, **595**
 - made by agent, approbation of, 613
- Agricultural Holdings Act, 1923, express exclusion of grazing tenancy within meaning of, **675**
- agricultural leases, clauses in, **619 sqq.**
- airways, power of company as to, in mining lease, **642**
- allowances for tenant's improvements, scale of, in agreement for lease of farm, **603**
- alteration of landmarks or boundaries, covenant by tenant against, **625**
 - walls, covenant by lessee against, **571**
- alterations constituting breach of covenant, 576
- anthills, gelding of, covenant by tenant for, **624**
- approbation of agreement made by agent, 613
- arable land, covenant to leave fallow or in stubble, **616**
- arbitration clause in agreement for building lease or leases with option to purchase, **600**
 - lease of coal mines to company by tenant for life, **652**
 - copper and lead mines, **639**
 - limestone quarries and works, **662**
 - water rights by mortgagor in possession and mortgagees, **672**
 - or underlease of house and workshops, **568**
- assign, licence to, fine for, 566
 - or underlet, covenant by tenant not to, **547**
- assignment during last seven years of lease, covenant by lessee against, **572**
 - notice of, covenant by lessee to give, **572**
- assignee of lease assigned without licence, confirmation to, **685**
- attendance, furnished lodgings with, agreement for letting of, **545**
 - landlord to provide, **547**
- average clause in lease of coal mines by tenant for life, **645—646**
- bailliff, execution of lease by, 613
- bankruptcy of lessee, power of management to lessor on, **598**
 - tenant, distress levied after, 567
- barns, repair of, by landlord, **604**
 - tenant to use, after expiration of term, **626**

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

LEASES—*continued.*

- bell, liberty to lodger to fix, 546
- bills, covenant by lessee to render, within six months, **581**
- board and residence for servants, tenant to provide, **550**
- boundaries, alteration of, covenant by tenant against, **625**
- breach of covenant, what alterations constitute, 576
- breaking of pasture, liberty to tenant for, **616**
- brewer, lease of public-house by, agreement for, **556**
- brewers, firm of, lease of public-house by, with covenant by lessee to deal exclusively with lessors, **557**
- brickfield, lessee of, liberty to, to dig clay, 663
 - letting of, from year to year, agreement for, **662**
 - surface of, covenant by lessee to restore, **663**
- bricks, lessee not to make, **595**
- broken china, tenant to replace, **547**
 - glass, tenant to replace, **547**
- brook, water from, power for lessee of water rights to take, **669**
- brooks, ditches and watercourses, cleansing of, covenant by tenant for, **625**
- build, lessee may, **593**
- builder, nominee of, lease of house to, with common clauses, **568**
- building by lessee to be in accordance with agreement, **595**
 - land, lessee to fence off, **593**
 - lease or leases, agreement for, with provision as to building and time, and option to purchase, **593**
 - of house, covenant by lessee to finish, **570**
 - on adjoining land, reservation of right of, **583**
 - provision as to, agreement for building lease or leases with, **593**
- buildings, adjoining, covenant by lessee not to obstruct light to, **572**
 - repair of, covenant for, **634**
- business offices, underlease of part of house as, **585**
- canal, surplus waters of, use of, **629**
- carriage, exclusive, on railway, of limestone from quarries leased, **660**
- cart shedding, tenant to use, after expiration of term, **626**
- cattle, injury by, tenant of farm to prevent, **606**
- certificate of expenditure, lessee to have, **581**
- cesspools and drains, tenant to cleanse, **551**
- chaff, covenant by tenant to consume, **623**
- chalk, tenant to get, **625—626**
- chambers, residential, lease of, **583**
- charges of surveyor, lessor to pay, **597**
- china, broken or missing, tenant to replace, **547**
 - landlord to provide, **548**
- clause, average, in lease of coal mines by tenant for life, **645—646**
- clauses in agricultural leases, **619 sqq.**
- clay, liberty to lessee of brickfield to dig, **663**
- cleansing of brooks, ditches and watercourses, covenant by tenant for, **625**
 - hedging, covenant by lessee of farm for, **612**
- clearing of shafts, covenant for, **634**
- clover, covenant as to, **616**
- coach-house, house in London with, underlease of, **574**
- coal mines, leases of, to company by tenant for life under S. L. A. 1925... **640**
 - measurements of, covenant by lessee company to deliver to lessor, **647**
 - raised by outstroke, covenant by lessee company to weigh, **647—648**
- commencement of term, day for, should be stated, 553
- combustible materials, covenant by lessee not to bring, on to premises so as to invalidate fire insurance, **587**

LEASES—*continued.*

- company in voluntary liquidation, liability of, for dilapidations, 570
 - lease of coal mines to, by tenant for life under S. L. A. 1925... **640**
 - lessee, covenant by, to deliver measurements of coal mines to lessor. **647**
 - fill up disused pits, **649**
 - weigh coal raised by outstroke, **647—648**
- power of, as to airways, in mining lease, **642**
 - engine planes, in mining lease, **642**
 - levels, in mining lease, **642**
 - soughs, in mining lease, **642**
- to, to erect engines, **642**
- compensation for crops, 550
 - trespass, covenant by lessee to pay, **657**
- completion, lease to be granted on, **595**
- condition, good, tenant to leave furniture in, **547**
 - of premises, access of landlord and agents to view, **552**
- confirmation to assignee of lease assigned without licence, **685**
- consent, covenant by lessee not to underlet without, **554**
- copper, licence to dig, work, mine and search for, **627**
 - mines, demise of, 627—628
- costs of proceedings under L. P. A. 1925, s. 146, covenant by lessee to pay, **572**
- cottage, letting of, from year to year, agreement for, **550**
 - of keeper, demise of, **683**
 - to be whitewashed by tenant when required, **551**
- cottages on farm, residence of cottagers in, **606**
- counterpart lease, lessee to execute, **596—597**
- covenant as to mirrors, **559**
 - placards, **559**
 - plate glass windows, **559**
 - signboards, **559**
- breach of, what alterations constitute, 576
- by landlord to allow tenant to get chalk, **625—626**
 - lessee as to care of garden, **621**
 - orchard, **621**
 - shrubberies, **621**
- company to deliver measurements of coal mines to lessor, **547**
 - fill up disused pits, **649**
 - weigh coal raised by outstroke from adjoining mines, **647—648**
- for internal repairs, **584**
- not to allow encroachments, **572**
 - assign during last seven years of lease, **572**
 - bring combustible materials on to premises so as to invalidate fire insurance, **587**
 - build beyond a certain height without licence, **582**
 - not to commit trespass, **657**
 - convert land to tillage, **591**
 - cut or alter walls, **571**
 - carry away timber, **591**
 - injure premises, **585**
 - obstruct light to adjoining buildings, **572**
 - remove fixtures, **554**
 - underlet without consent, **554**
 - use premises as shop, **571**
 - waste water. **584**

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

LEASES—*continued*.

- covenant by lessee of
 - brickfield to restore surface, **663**
 - farm to allow lessor to enter in last year, **612**
 - cleanse hedging, **612**
 - limestone quarries not to damage timber and fences, **658**
 - to carry on railway only limestone from quarries leased, **660**
 - remove and lay soil, **658**
- public-house not to lose licence, **560**
- to insure licence, **560**
- transfer licences at end of term, **561**
- tied house to repair on notice, **560**
- water rights to remove dam at end of term on request, **670—671**
- that lessor shall have liberty of watercourse, **582**
- to accept lease, **555**
- admit persons with order to view, **577**
- contribute to maintenance of square garden, **575**
- towards party walls, **570**
- roads, **570**
- sewers, **570**
- crop and manure gardens, **590—591**
- execute work required by local authority, **616**
- fence off limestone quarries, **657**
- finish building of house, **570**
- give notice of assignment, **572**
- insure, **571**
- keep pleasure grounds in order, **591**
- up shooting, **684**
- manure, **591**
- paint inside once in every seven years, **576**
- outside every three years, **575**
- of house, **570**
- pay compensation for trespass, **657**
- costs of proceedings under L. P. A. 1925, s. 146... **573**
- law expenses, **555**
- rent, **553**
- sewers rate, **565**
- permit lessor to affix notice for reletting, **577**
- preserve fruit trees, **591**
- prove expenditure, **581**
- rebuild in case of fire, **571**
- refer disputes to landlord, **572**
- render bills within six months, **581**
- repair during first year of term, **581**
- replace decayed fruit trees, **591**
- use passages solely for ingress and egress, **584**
- lessees of mines to render royalties, **633**
- lessor for peaceable enjoyment, **566**
- of farm to purchase growing crops and stock-in-trade at end of term, **617**
- grub hedgerows, **617**
- limestone quarries to renew lease on request, **661**
- to insure, **577**
- pay ground rent, **577**
- produce ground lease, **577**
- provide materials and timber for repairs, **617**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

LEASES—*continued*.

- covenant by tenant as to hay and clover, **616**
 - not to assign or underlet, **547**
 - remove or alter landmarks or boundaries, **625**
 - to cleanse brooks, ditches and watercourses, **625**
 - consume chaff, **623**
 - fodder, **623**
 - drain, **621**
 - geld anthills, **624**
 - make produce of grass land into hay, **623**
 - plash hedges, **625**
 - protect game and wildfowl, **625**
 - rick hay, **623**
 - stack hay, **623**
- not to invalidate insurance, **561**
 - work beyond limits of demise, **637**
- of indemnity to underlessor, **681**
- to clear shafts, **634**
 - convey gritstone from adjoining lands of lessor, **660**
 - deliver account of adventurers, in mining lease, **636**
 - fence shafts, **635**
 - give notice of times of weighing and dividing ores, **633**
 - leave arable land fallow or in stubble, **616**
 - land at end of term stocked with game, **684**
 - paint public-house, **559**
 - pay parliamentary impositions, **559**
 - parochial impositions, **559**
 - taxes on ores, metals and minerals, **633**
 - repair adits, **634**
 - buildings, **634**
 - liability of landlord for damage under, **547**
 - shafts, **634**
 - scour public-house, **559**
 - sell only liquor supplied by lessors, **561**
 - use premises as public-house, **560**
 - work all mines within limits during term, **633—634**
- covenants by landlord to drain, lease of farm with, **614**
- crop, way-going, tenant of farm to have, **613**
- cropping of gardens, covenant by lessee for, **590—591**
- crops, growing, and stock-in-trade, covenant by lessor of farm for purchase of, at end of term, **617**
- root, on farm, tenant to consume, **606**
- Crown, right of, to mines and minerals, **627**
- cultivation of garden and orchard by tenant, **551**
- cutlery, landlord to provide, **548**
- cutting of drains, liberty for, **629**
 - or alteration of walls, covenant by lessee against, **571**
- dam, building of, by lessee of water rights, **669**
 - removal of, at end of term on request, covenant by lessee of water rights for, **670—671**
- damage, liability of landlord for, under covenant to repair, **547**
 - to timber and fences, covenant by lessee of limestone quarries against, **658**
- death of lessee, determination of agreement on, option to lessor for, **600**
- declaration under Law of Distress Amendment Act, 1908, form of, **548**
- deduction from rent in lease of tied public-house, **557**
- deed, demise of shooting right by, **682**
- demise, agreement for lease or underlease not to operate as, **555**
 - limits of, covenant not to work beyond, **637**

LEASES—*continued.*

- demise of keeper's cottage, **683**
 - lands from year to year, **603**
 - lead and copper mines, **627—628**
 - limestone quarries and works, **653**
 - shooting right by deed, **682**
 - sporting right, **683**
- determination of agreement on death of lessee, option to lessor for, **600**
 - lease, mutual power for, **578**
 - mining licence by lessor, **630—631**
 - term as to part of land, **618**
- digging copper, licence for, **627**
 - tin, licence for, **627**
- dilapidations, liability of company in voluntary liquidation for, **570**
- disputes, reference of, to landlord, covenant by lessee for, **572**
- distress for rent payable in advance, **567**
 - protection of goods of lodgers from, **548**
- levied after bankruptcy of tenant, **567**
- ditches and watercourses, cleansing of, covenant by tenant for, **625**
- door, name on, liberty to lodger to put, **546**
- door-bell, right of lodger to use, **546**
- drainage, covenant by tenant for, **621**
- drainage, covenants by landlord for, lease of farm with, **614**
- drains, liberty to cut, **629**
 - tenant to cleanse, **551**
- drifts, licence as to, **628**
- Ecclesiastical Leasing Acts, lease of glebe under, by incumbent of benefice, **678**
- egress, ingress and, covenant by lessee to use passages solely for, **584**
- electricity, payment for, in lease of residential flat or chambers, **583**
- encroachments, covenant by lessee not to allow, **572**
- engine planes, power of company as to, in mining lease, **642**
- engines, power to company to erect, in mining lease, **642**
- enjoyment, peaceable, covenant by lessor for, **566**
- entry of lessor of farm in last year of term, covenant by lessee to allow, **612**
- execution of lease by steward or bailiff, **613**
- expenditure, certificate of, lessee to have, **581**
 - covenant by lessee to prove, **581**
- expenses, law, covenant by lessee to pay, **555**
- explanation of mining terms, **628—629**
- fallow, covenant to leave arable land, **616**
- farm, agreement for lease of, determinable after seven or fourteen years, **610**
 - with stipulations as to husbandry and scale of allowances for tenants' improvements, **603**
- cottages on, residence of cottagers in, **606**
- landlord of, right of, to all game and rabbits, **606**
- lease of, outline of terms for, **608**
 - with covenants by landlord to drain, **614**
- lessee of, covenant by, to allow lessor to enter in last year, **612**
 - cleanse hedging, **612**
 - mowing of grass or meadow land by, **605**
- lessor of, covenant by, to grub hedgerows, **617**
 - provide materials and timber for repairs, **617**
 - purchase growing crops and stock-in-trade at end of term, **617**
- tenancy of, last year of, provision as to, **605**
- tenant of, to have way-going crop, **613**
 - keep field book, **606**
 - prevent injury by cattle or sheep, **606**

LEASES—*continued*.

- faults, measuring in of, provision as to, in mining lease, **645**
- fences, damage to, covenant by lessee of limestone quarries against, **658**
- fencing of shafts, covenant for, **635**
 - off of building land by lessee, **593**
 - limestone quarries, covenant by lessee for, **657**
- field back, tenant of farm to keep, **606**
- fine for licence to assign, **566**
 - of house by tenant for life under statutory powers in consideration of, **579**
 - receipt of, joinder of settlement trustees to acknowledge, **579**
- fire before commencement of term, agreement for lease to stand despite, **555**
 - insurance against, further rent for, **575**
 - covenant by lessee not to invalidate, by bringing combustible materials on to premises, **587**
 - lessor to rebuild in case of, **555**
 - suspension or abatement of rent in case of, **555**
- firm of brewers, lease of public-house by, with covenant by lessee to deal exclusively with lessors, **557**
- fishing rights on lease of farm, **608**
- fixtures, covenant by lessee not to remove, **554**
 - removal of, by tenant, **551**
- flat or chambers, residential, lease of, **583**
 - top, lessor of, care of roof by, **583**
- fodder, covenant by tenant to consume, **623**
- form of lease in agreement for lease of public-house by brewer, **556**
- footage rent in mining lease, **645**
- freehold, purchase of, option to lessee for, **573**
- fruit trees, covenant by lessee to preserve, **591**
 - decayed, covenant by lessee to replace, **591**
 - destroyed, tenant to replace, **551**
 - preservation and pruning of, by tenant, **551**
- furnished house, tenancy of, warranty on, **545**
 - lodgings, agreement for letting of, with attendance, **545**
 - rent of, **546**
 - term of lease of, **546**
- furniture in good condition, tenant to leave, **547**
 - insurance of, **554**
 - landlord to repair, **547**
 - lease or underlease of private house in London with or without, agreement for, **552**
 - use of, agreement for tenancy of house and garden for six months with, **549**
- further rent for insurance against fire, **575**
- game and rabbits, exclusive right of landlord of farm to, **606**
 - wildfowl, protection of, covenant by tenant for, **625**
- covenant to leave land at end of term stocked with, **684**
- rights, on lease of farm, **608**
- garden, care of, covenant by lessee as to, **621**
 - house and, tenancy of, for six months, with use of furniture, plate and linen, agreement for, **549**
 - tenant to cultivate, **551**
- gardens, cropping and manuring of, covenant by lessee for, **590—591**
- gas, payment for, in lease of residential flat or chambers, **583**
- gaslight, use of, by lodger, **546**
- gelding of anthills, covenant by tenant for, **624**
- glass, broken or missing, tenant to replace, **547**
- glebe, lease of, under Ecclesiastical Leasing Acts by incumbent of benefice, **678**
- good condition, tenant to leave furniture in, **547**

LEASES—*continued.*

- "good husbandry," what constitutes, 605
- goods of lodgers, protection of, from distress for rent, 548
- grant to lessees of liberty to dig, work, mine and search for copper, 627
- grass land, produce of, covenant by tenant to make into hay, 623
- or meadow land, mowing of, by lessee of farm, 605
- grazing rights, agreement for letting, 673
- tenancy, express exclusion of, within meaning of Agricultural Holdings Act, 1923...675
- ground lease, covenant by lessor to produce, 577
- rent, covenant by lessor to pay, 577
- grubbing of hedgerows, covenant by lessor of farm for, 617
- hay and clover, covenant as to, 616
- covenant by tenant to make produce of grass land into, 623
- on farm, tenant to consume, 606
- ricking of, covenant by tenant for, 623
- stacking of, covenant by tenant for, 623
- hedgerows, grubbing of, covenant by lessor of farm for, 617
- hedges, plashing of, covenant by tenant for, 625
- hedging, covenant by lessee of farm to cleanse, 612
- hoeing of land on farm by tenant, 606
- "holding" (agricultural), what is, 673
- house and garden, tenancy of, for six months with use of furniture, plate and linen, agreement for, 549
- workshops, lease or underlease of, at premium, 564
- building of, covenant by lessee to finish, 570
- furnished, tenancy of, warranty on, 545
- in London with stable and coach-house, underlease of, 574
- lease of, by tenant for life under statutory powers in consideration of fine, 579
- to nominee of builder, with common clauses, 568
- outside of, covenant by lessee to paint, 570
- private, in London, lease or underlease of, with or without furniture, agreement for, 552
- underlease of part of, as business offices, 586
- houses, unfinished, lessee to insure, 596
- husbandry, stipulations as to, in agreement for lease of farm from year to year, 603
- immediate repairs, landlord to execute, 604
- indemnity to underlessor, covenant for, 681
- ingress and egress, covenant by lessee to use passages solely for, 584
- injuries by mining, 631
- injury by cattle or sheep, tenant of farm to prevent, 606
- of premises, covenant against, by lessee, 585
- inside, painting of, once in every seven years, covenant by lessee for, 576
- inspection of mines, power for, to lessor, 630
- state and condition of premises, access of landlord and agents for, 552
- insurance against fire, covenant by lessee not to invalidate, by bringing combustible materials on to premises, 587
- further rent for, 575
- covenant by lessee for, 571
- lessor for, 577
- not to invalidate, 561
- landlord to pay, 547
- moneys paid for, in lease of tied public-house, 558
- of furniture, 554
- licence, covenant for, by lessee of public-house, 560
- unfinished houses by lessee, 596
- rent, 575

LEASES—*continued*.

- internal repairs, covenant by lessee for, **584**
- interpretation clause in agreement for building lease or leases, **593**
 - lease by mortgagees and mortgagor, **664—665**
 - of coal mines to company by tenant for life under S. L. A. 1925...**641**
 - farm with covenants by landlord to drain, **614**
 - house by tenant for life under statutory powers in consideration of fine, **579**
 - limestone quarries and works, **652**
 - underlease of house in London with stable and coach-house, **574**
- invalidation of insurance, covenant against, **561**
- inventory in lease or underlease of house and workshops, **568**
- joinder of trustees of settlement to acknowledge receipt of fine, **579**
- keeper's cottage, demise of, **683**
- kilns, liberty to lessee of brickfield to dig, **663**
- knocker, right of lodger to use, **546**
- land, adjoining, reservation of right to build on, **583**
 - arable, covenant to leave fallow or in stubble, **616**
- landlord and agents to have access to view state and condition of premises, **552**
 - covenant by lessee to refer disputes to, **572**
 - covenants by, to drain, lease of farm with, **614**
 - liability of, for damage under covenant to repair, **547**
 - not to permit noisy or offensive activity, **547**
 - of farm, right of, to all game and rabbits, **606**
 - option to, to purchase fixtures of tenant at valuation, **551**
 - to execute immediate repairs, **604**
 - pay insurance, **547**
 - rates and taxes, **547**
 - provide attendance, **547**
 - china, **548**
 - cutlery, **548**
 - linen, **547—548**
 - servants, **550**
 - repair barns, **604**
 - premises and furniture, **547**
- landlord's property tax, deduction of, by tenant, **551**
 - lessor to pay, **551**
- landmarks or boundaries, alteration of, covenant by tenant against, **625**
- last year of tenancy of farm, provision as to, **605**
- law expenses, covenant by lessee to pay, **555**
- Law of Distress Amendment Act, 1908, declaration under, form of, **548**
- laying of soil, covenant by lessee of limestone quarries for, **658**
- lead and copper mines, demise of, **627—628**
- lease, agreement for, to stand despite fire before commencement of term, **555**
 - assigned without licence, confirmation to assignee of, **685**
 - by mortgagees and mortgagor, **664**
 - counterpart, lessee to execute, **596—597**
 - covenant by lessee to accept, **555**
 - determination of, mutual power for, **578**
 - execution of, by steward or bailiff, **613**
 - form of, in agreement for lease of public-house by brewer, **556**
 - lessee to accept, **596**
 - mining, reservation in, under power, **632**
 - new, granting of, by tenant for life under will, surrender of lease for, **687**
 - surrender and, agreement for, **687**

LEASES—*continued*.

- lease of coal mines to company by tenant for life under S. L. A. 1925... **640**
 - farm, agreement for, determinable after seven or fourteen years, **610**
 - with stipulations as to husbandry, and scale of allowances for tenant's improvements, **603**
 - outline of terms for, **608**
 - with covenants by landlord to drain, **614**
 - furnished lodgings, term of, **546**
 - glebe under Ecclesiastical Leasing Acts by incumbent of benefice, **678**
 - house by tenant for life under statutory powers in consideration of fine, **579**
 - to nominee of builder with common clauses, **568**
 - limestone quarries and works, **652**
 - mines, what is included in, **631**
 - principal mansion house, gardens, and pleasure grounds by tenant for life under S. L. Acts, **588**
 - public-house, agreement for, by brewer, **556**
 - by firm of brewers with covenant by lessee to deal exclusively with lessors, **557**
 - residential flat or chambers, **583**
 - rights of water supply by mortgagor in possession and mortgagees, **667**
 - "rooms situate on two floors of business premises" includes external walls, **586**
 - shooting right, **682**
 - or leases, building, agreement for, with provision as to building and time, and option to purchase, **593**
 - underlease, agreement for, not to operate as demise, **555**
 - of house and workshops at premium, **564**
 - private house in London with or without furniture, agreement for, **552**
 - renewal of, on request, covenant by lessor of limestone quarries for, **661**
 - surrender of, for granting of new lease by tenant for life under will, **687**
 - title of lessor up to date of, acceptance of, **573**
 - to be granted on completion, **596**
- leases, agricultural, clauses in, **619** *sqq.*
 - execution of, lessee to pay rents until, **595—596**
 - mining, **626** *sqq.*
 - stamp duties on, **537**
- leats, licence as to, **628**
- lessee, bankruptcy of, powers of management to lessor on, **598**
 - company, covenant by, to deliver measurements of coal mine to lessor, **647**
 - fill up disused pits, **649**
 - weigh coal raised by outstroke, **647—648**
- covenant by, as to care of garden, **621**
 - orchard, **621**
 - shrubberies, **621**
- for internal repairs, **584**
- not to allow encroachments, **572**
 - assign during last seven years of lease, **572**
 - bring combustible materials on to premises so as to invalidate fire insurance, **587**
 - build beyond certain height without licence, **582**
 - commit trespass, **657**

LEASES—*continued*.

- lessee, covenant by, not to
 - convert land to tillage, **591**
 - cut or alter walls, **571**
 - carry away timber, **591**
 - injure premises, **585**
 - obstruct light to adjoining buildings, **572**
 - remove fixtures, **554**
 - underlet without consent, **554**
 - use premises as shop, **571**
 - waste water, **584**
- that lessor shall have liberty of watercourse, **582**
- to accept lease, **555**
 - admit persons with order to view, **577**
 - contribute to maintenance of square garden, **575**
 - towards party walls, **570**
 - roads, **570**
 - sewers, **570**
 - crop and manure gardens, **590—591**
 - execute work required by local authority, **616**
 - fence off limestone quarries, **657**
 - finish building of house, **570**
 - give notice of assignment, **572**
 - insure, **571**
 - keep pleasure grounds in order, **591**
 - up shooting, **684**
 - manure, **591**
 - paint inside once in every seven years, **576**
 - outside every three years, **575**
 - of house, **570**
 - pay compensation for trespass, **657**
 - costs of proceedings under L. P. A. 1925, s. 146...**572**
 - law expenses, **555**
 - rent, **553**
 - sewers rate, **565**
 - permit lessor to affix notice for reletting, **577**
 - preserve fruit trees, **591**
 - prove expenditure, **581**
 - rebuild in case of fire, **571**
 - refer disputes to landlord, **572**
 - render bills within six months, **581**
 - repair during first year of term, **581**
 - replace decayed fruit trees, **591**
 - use passages solely for ingress and egress, **584**
- death of, option to lessor to determine agreement on, **600**
- may enter and build, **593**
- not to make bricks, **595**
- of brickfield, covenant by, to restore surface, **663**
 - liberty to dig clay, **663**
- farm, covenant by, to allow lessor to enter in last year, **612**
 - cleanse hedging, **612**
 - mowing of grass or meadow land by, **605**
- limestone quarries, covenant by, not to damage timber and fences, **658**
 - to carry on railway only limestone from quarries leased, **660**
 - remove and lay soil, **658**
- public-house, covenant by, not to lose licence, **560**
 - to insure licence, **560**
 - transfer licences at end of term, **561**

LEASES—*continued*.

- lessee of tied house, covenant by, to repair on notice, **560**
 - water rights, covenant by, to remove dam at end of term on request, **670—671**
 - power for, to build dam, **669**
 - take water from brook, **669**
- option for, to purchase freehold, **573**
- repayment by, of advances by lessor, **597**
 - how demand for, to be made, **599**
- to accept leases, **596**
 - build only in accordance with agreement, **595**
 - deposit plans, **594—595**
 - execute counterpart lease, **596—597**
 - fence off building land, **593**
 - have certificate of expenditure, **581**
 - insure unfinished houses, **596**
 - lay out squares, **594**
 - streets, **594**
 - ways, **594**
 - pay charges of surveyor, **597**
 - rents till execution of leases, **595—596**
- lessees of mines, covenant by, to render royalties, **632**
- lessor, adjoining lands of, covenant to convey gritstone from, **660**
 - advances by, repayment of, by lessee, **597**
 - covenant by, for peaceable enjoyment, **566**
 - to insure, **577**
 - pay ground rent, **577**
 - produce ground lease, **577**
 - provide materials and timber for repairs, **617**
- of farm, covenant by, to grub hedgerows, **617**
 - purchase growing crops and stock-in-trade at end of term, **617**
- entry of, in last year of term, covenant by lessee to allow, **612**
 - limestone quarries, covenant by, to renew lease on request, **661**
 - top flat, care of roof by, **583**
- option for, to determine agreement on death of lessee, **600**
- power of, to sell on default of repayment of advances, **598**
 - to, to determine mining licence, **630—631**
 - inspect mines, **630**
- revocation of mining licence by, on non-render of royalties, **637—638**
- title of, up to date of lease, acceptance of, **573**
- to have liberty of watercourse, **582**
 - pay landlord's property tax, **551**
 - rebuild in case of fire, **555**
- lessors, liquor supplied by, covenant for exclusive sale of, **561**
 - of tied house, liquors not supplied by, penal rent for sale of, **558**
 - mines, power for, to purchase machinery and plant at end of term, **638**
- letting of brickfield from year to year, agreement for, **662**
 - cottage from year to year, agreement for, **550**
 - furnished lodgings with attendance, agreement for, **545**
 - grazing rights, agreement for, **673**
 - parsonage from year to year, agreement for, **675**
- levels, power of company as to, in mining lease, **642**
- liability of company in voluntary liquidation for dilapidations, **570**
 - landlord for damage under covenant to repair, **547**
- liberty to divert watercourses, **629**
 - lessee of brickfield to dig clay, **663**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.



LEASES—*continued*.

- licence as to drifts, **628**
 - leats, **628**
 - pits, **628**
 - shafts, **628**
 - winzes, **628**
- covenant by lessee not to build beyond certain height without, **582**
 - of public-house not to lose, **560**
- insurance of, covenant by lessee of public-house for, **560**
- lease assigned without, confirmation to assignee of, **685**
- mining, interest under, nature of, **631**
 - power to lessor to determine, **630—631**
 - revocation of, by lessor on non-render of royalties, **637—638**
 - rights under, **631**
- to assign, fine for, **566**
 - dig, make and drive adits, **628**
 - work, mine and search for copper, **627**
 - tin, **627**
 - dispose of all metals and ores, **628**
 - make wharf, in lease of limestone quarries and works, **654**
 - work limestone quarries, **653**
- licences, transfer of, at end of term, covenant by lessee of public-house for, **561**
- light to adjoining buildings, destruction of, covenant by lessee against, **572**
- limestone from quarries leased, exclusive carriage of, on railway, **660**
 - quarries and works, demise of, **653**
 - lease of, **652**
 - fencing off of, covenant by lessee for, **657**
 - lessee of, covenant by, not to damage timber and fences, **658**
 - to carry on railway only limestone from quarries leased, **660**
 - remove and lay soil, **658**
 - lessor of, covenant by, to renew lease on request, **661**
 - working of, licence for, **653**
- limits of demise, covenant not to work beyond, **637**
 - working of all mines within, during term, covenant for, **633—634**
- linen, landlord to provide, **547—548**
 - use of, agreement for tenancy of house and garden for six months with, **549**
- liquor supplied by lessors, covenant for exclusive sale of, **561**
- liquors not supplied by lessors of tied house, sale of, penal rent for, **558**
- local authority, work required by, covenant by lessee to execute, **616**
- lodger, liberty to, to fix bell, **546**
 - put name on door, **546**
 - right of, to use doorbell, **546**
 - knocker, **546**
 - watercloset, **546**
 - use of gaslight by, **546**
- lodgers, goods of, protection of, from distress for rent, **548**
- lodgings, furnished, agreement for letting of, with attendance, **545**
 - rent of, **546**
 - term of lease of, **546**
- London, house in, with stable and coach-house, underlease of, **574**
 - private house in, lease or underlease of, with or without furniture, agreement for, **552**
- machinery and plant, mining, power for lessors to purchase, at end of term, **638**
- maintenance of square garden, covenant by lessee to contribute to, **575**
- management, power of, to lessor on bankruptcy of lessee, **598**

LEASES—*continued*.

- mansion house, principal, gardens and pleasure grounds, lease of, by tenant for life under S. L. Acts, **588**
- manure, covenant by lessee to spread, **591**
- manuring of gardens, covenant by lessee for, **590—591**
- materials and timber for repairs, covenant by lessor of farm to provide, **617**
- meadow land, mowing of, by lessee of farm, **605**
- measurement of coal mines, covenant by lessee company to deliver to lessor, **647**
- metals and minerals, taxes on, covenant to pay, **633**
 - ores, licence to dispose of, **628**
- minerals, taxes on, covenant to pay, **633**
- mines and minerals, royal, **627**
 - coal, lease of, to company by tenant for life under S. L. A. 1925... **640**
 - inspection of, power for, to lessor, **630**
 - lead and copper, demise of, **627—628**
 - lease of, what is included in, **631**
 - lessees of, covenant by, to render royalties, **633**
 - lessors of, power for, to purchase machinery and plant at end of term, **638**
 - working of, within limits during term, covenant for, **633—634**
- minimum rent, in mining lease, **645**
- mining copper, licence for, **627**
 - injuries by, **631**
 - lease, reservation in, under a power, **632**
 - leases, **626 sqq.**
 - licence, interest under, nature of, **631**
 - power to lessor to determine, **630—631**
 - revocation of, by lessor on non-render of royalties, **637—638**
 - rights under, **631**
 - terms, explanation of, **628—629**
 - tin, licence for, **627**
- mirrors, covenant as to, **559**
- missing china, tenant to replace, **547**
 - glass, tenant to replace, **547**
- mode of payment of rents in lease of coal mines by tenant for life, **646**
- moneys paid for insurance in lease of tied public-house, **558**
- "month," meaning of, **546**
- mortgagees and mortgagor in possession, lease of rights of water supply by, **667**
 - lease by, **664**
- mortgagor and mortgagees, lease by, **664**
 - in possession and mortgagees, lease of rights of water supply by, **667**
- mowing of grass or meadow land by lessee of farm, **605**
- mutual power to determine lease, **578**
- name on door, liberty to lodger to put, **546**
- new lease, granting of, by tenant for life under will, surrender of lease for, **687**
 - surrender and, agreement for, **687**
- noisy or offensive activity, landlord not to permit, **547**
- nominee of builder, lease of house to, with common clauses, **568**
- notice for reletting, covenant by lessee to permit lessor to affix, **577**
 - of assignment, covenant by lessee to give, **572**
 - times of weighing and dividing ores, covenant to give, **633**
- repair on, covenant by lessee of tied house for, **560**
- to quit, tenant to quit after, **547**
- obstruction of light to adjoining buildings, covenant by lessee against, **572**
- offensive trades, what are, **582**

LEASES—*continued.*

- offices, business, underlease of part of house as, **586**
- option for lessee to purchase freehold, **573**
 - lessor to determine agreement on death of lessee, **600**
 - to landlord to purchase fixtures of tenant at valuation, **551**
 - purchase, agreement for building lease or leases with, **593**
- "or other inevitable accident," meaning of, **567**
- orchard, care of, covenant by lessee as to, **621**
 - tenant to cultivate, **551**
- order to view, persons with, covenant by lessee to admit, **577**
- ores, licence to dispose of, **628**
 - metals and minerals, taxes on, covenant to pay, **633**
 - weighing and dividing of, covenant to give notice of times of, **633**
- outline of terms for lease of farm, **608**
- outstroke, coal raised by, covenant by lessee company to weigh, **647—648**
 - royalty from, **646**
- owner to pay tithe rentcharge, **615**
- paint outside of house, covenant by lessee to, **570**
- painting of inside once in every seven years, covenant by lessee for, **576**
 - outside every three years, covenant by lessee for, **575**
 - public-house, covenant for, **559**
- "park," meaning of, under S. L. Acts, 1882—1890...589
- parliamentary impositions, covenant to pay, **559**
- parochial impositions, covenant to pay, **559**
- parsonage, letting of, from year to year, agreement for, **675**
- party walls, covenant by lessee to contribute towards, **570**
- passage, free, for water and soil, exception of, **581**
- passages, use of, solely for ingress and egress, covenant by lessee for, **584**
- pasture, breaking of, liberty to tenant for, **616**
 - land, breaking up of, by tenant without increased rent, **615**
- peaceable enjoyment, covenant by lessor for, **566**
- penal rent for selling liquors not supplied by lessors of tied house, **558**
- pillars, measuring in of, provision as to, in mining lease, **645**
- pits, disused, covenant by lessee company to fill up, **649**
 - licence as to, **628**
- placards, covenant as to, **559**
- planes, engine, power of company as to, in mining lease, **642**
- plans, lessee to deposit, **594**
- plant, mining, power for lessors to purchase, at end of term, **638**
- plashing of hedges, covenant by tenant for, **625**
- plate glass windows, covenant as to, **559**
 - use of, agreement for tenancy of house and garden for six months with, **549**
- pleasure grounds, covenant by lessee to keep, in order, **591**
- power for lessee of water rights to build dam, **669**
 - take water from brook, **669**
- mutual, to determine lease, **578**
- of company as to airways, in mining lease, **642**
 - engine planes, in mining lease, **642**
 - levels, in mining lease, **642**
 - soughs, in mining lease, **642**
- lessor to manage on bankruptcy of lessee, **598**
 - sell on default of repayment of advances, **598**
- reservation in mining lease under, **632**
- to company to erect engines, **642**
 - lessor to determine mining licence, **630—631**
 - inspect mines, **630**
- lessors of mines to purchase machinery and plant at end of term, **638**
- powers, statutory, lease of house by tenant for life under, in consideration of fine, **579**

LEASES—*continued.*

- premises and furniture, landlord to repair, **547**
- premium in agreement for lease of public-house by brewer, **556**
- preserving of fruit trees by tenant, **551**
- property tax of landlord, deduction of, by tenant, **551**
 - lessor to pay, **551**
- protection of game and wildfowl, covenant by tenant for, **625**
- pruning of fruit trees by tenant, **551**
- public-house, covenant to paint, **559**
 - scour, **559**
 - use premises as, **560**
- lease of, agreement for, by brewer, **556**
 - by firm of brewers, with covenant by lessee to deal exclusively with lessors, **557**
- lessee of, covenant by, not to lose licence, **560**
 - to insure licence, **560**
 - transfer licences at end of term, **561**
- tied, covenant by lessee of, to repair on notice, **560**
 - penal rent for sale of liquors not supplied by lessors of, **558**
- purchase of fixtures of tenant at valuation, option to landlord for, **551**
 - option to, agreement for building lease or leases with, **593**
- quarries leased, limestone from, exclusive carriage of, on railway, **660**
 - limestone, covenant by lessee of, to remove and lay soil, **658**
 - demise of, **653**
 - fencing off of, covenant by lessee for, **657**
 - lease of, **652**
 - lessee of, covenant by, not to damage timber and fences, **658**
 - to carry on railway only limestone from quarries leased, **660**
 - lessor of, covenant by, to renew lease, **661**
 - working of, licence for, **653**
- rabbits, exclusive right of landlord of farm to, **606**
- railway, exclusive carriage on, of limestone from quarries leased, **660**
- rate, sewers, covenant by lessee to pay, **565**
- rates and taxes, landlord to pay, **547**
- rating of sporting rights, **683**
- rebuild in case of fire, covenant by lessee to, **571**
- rebuilding by lessor in case of fire, **555**
- re-entry, proviso for, **550**
- reletting, notice for, covenant by lessee to permit lessor to affix, **577**
- removal and laying of soil, covenant by lessee of limestone quarries for, **658**
 - or alteration of landmarks or boundaries, covenant by tenant against, **625**
- renewal of lease on request, covenant by lessor of limestone quarries for, **661**
- rent, covenant by lessee to pay, **553**
 - deduction from, in lease of tied public-house, **557**
 - distress for, protection of goods of lodgers from, **548**
 - footage, in mining lease, **645**
 - for ploughing of meadow land, in lease by tenant for life, **590**
 - further, for insurance against fire, **575**
 - in agreement for lease or underlease of private house in London with or without furniture, **553**
 - lease by mortgagees and mortgagor, **665**
 - of coal mines by tenant for life to company under S. L. A. 1925...**644—645**
 - farm from year to year, **604**
 - with covenants by landlord to drain, **615**

LEASES—*continued*.

- rent in lease of glebe under Ecclesiastical Leasing Acts by incumbent of benefice, **679**
- house by tenant for life under statutory powers in consideration of a fine, **581**
 - to nominee of builder, **569**
- limestone quarries and works, **655**
- residential flat or chambers, **583**
- right of shooting, **683**
- tied public-house by firm of brewers, **557**
- water rights by mortgagor in possession and mortgagees, **670**
- underlease of house in London, with stable and coach-house, **574**
 - part of house as business premises, **587**
- increase of, breaking up of pasture land by tenant without, **615**
- insurance, **575**
- minimum, in mining lease, **645**
- of furnished lodgings, **546**
- payable in advance, distress for, **567**
- payment of, in advance, **549**
- penal, for selling liquors not supplied by lessors of tied house, **558**
- quarterly, in lease or underlease of house and workshops at premium, **564**
- suspension or abatement of, in case of fire, **555**
- rents, lessee to pay, till execution of leases, **595—596**
 - mode of payment of, in lease of coal mines by tenant for life, **646**
- repair, covenant to, liability of landlord for damage under, **547**
 - during first year of term, covenant by lessee to, **581**
 - of adits, covenant for, **634**
 - barns by landlord, **604**
 - buildings, covenant for, **634**
 - shafts, covenant for, **634**
 - on notice, covenant by lessee of tied house for, **560**
- repairs, immediate, landlord to execute, **604**
 - internal, covenant by lessee for, **584**
- repayment by lessee of advances by lessor, **597**
 - demand for, how to be made, **599**
- replacement of broken or missing china by tenant, **547**
 - glass by tenant, **547**
- reservation in mining lease under a power, **632**
 - of right to build on adjoining land, **583**
 - rights as to adits, **629—630**
- residence for servants, tenant to provide, **550**
 - in cottages on farm, **606**
- residential flat or chambers, lease of, **581**
- reversion, purchase of, by tenant for life, **573**
- revocation of mining licence by lessor on non-render of royalties, **637—638**
- ricking of hay, covenant by tenant for, **623**
- right of lodger to use doorbell, **546**
 - knocker, **546**
 - watercloset, **546**
- rights as to adits, reservation of, **629—630**
 - under mining licence, **631**
- roads, covenant by lessee to contribute towards, **570**
- roof, care of, by lessor of top flat, **583**
- "rooms situate on two floors of business premises," lease of, includes external walls, **586**
- root crops on farm, tenant to consume, **606**
- royal mines and minerals, **627**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

LEASES—*continued.*

- royalties, covenant by lessees of mines to render, **633**
 - non-render of, revocation of mining licence by lessor on, **637—638**
- royalty from outstroke, **645**
- sale of liquors not supplied by lessors of tied house, penal rent for, **558**
 - only of liquor supplied by lessors, covenant for, **561**
 - power of, to lessor on default in repayment of advances, **598**
- scouring of public-house, covenant for, **559**
- searching for copper, licence for, **627**
 - tin, licence for, **627**
- servants, board and residence for, tenant to provide, **550**
 - landlord to provide, **550**
- settlement trustees, joinder of, to acknowledge receipt of fine, **579**
- sewers, covenant by lessee to contribute towards, **570**
 - rate, covenant by lessee to pay, **565**
- shafts, clearing of, covenant for, **634**
 - fencing of, covenant for, **635**
 - licence as to, **628**
 - repair of, covenant for, **634**
- sheep, injury by, tenant of farm to prevent, **606**
- shooting, covenant by lessee to keep up, **684**
 - right, demise of, by deed, **682**
 - lease of, **682**
- shop, covenant by lessee not to use premises as, **571**
- shrubberies, care of, covenant by lessee as to, **621**
- signboards, covenant as to, **559**
- "slovan," meaning of, **634**
- soil, free passage for, exception of, **581**
 - removal and laying of, covenant by lessee of limestone quarries for, **658**
- soughs, power of company as to, in mining lease, **642**
- sporting right, demise of, **683**
 - rights, rating of, **683**
 - reservation of, **615**
- square garden, maintenance of, covenant by lessee to contribute to, **575**
- squares, lessee to lay out, **594**
- stable and coach-house, house in London with, underlease of, **574**
- stabling, tenant to use, after expiration of term, **626**
- stacking of hay, covenant by tenant for, **623**
- state of premises, access of landlord and agents to view, **552**
- steward, execution of lease by, **613**
- straw on farm, tenant to consume, **606**
- stock-in-trade and growing crops, covenant by lessor for purchase of, at end of term, **617**
- streets, lessee to lay out, **594**
- stubble, covenant to leave arable land in, **616**
- surface of brickfield, covenant by lessee to restore, **663**
- surplus waters of canal, use of, **629**
- surrender and new lease, agreement for, **687**
 - of lease for granting of new lease by tenant for life under will, **687**
- surveyor, charges of, lessee to pay, **597**
- suspension or abatement of rent in case of fire, **555**
- taxes on ores, metals and minerals, covenant to pay, **633**
- tenancy of farm, last year of, provision as to, **605**
 - furnished house, warranty on, **545**
 - house and garden for six months with use of furniture, plate and linen, agreement for, **549**
 - termination of, by tenant, **548**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

LEASES—*continued.*

- tenant, bankruptcy of, distress levied after, 567
- breaking up of pasture land by, without increased rent, 615
- covenant by, not to assign or underlet, 547
 - remove or alter landmarks or boundaries, 625
 - to cleanse brooks, ditches and watercourses, 625
 - consume chaff, 623
 - fodder, 623
 - drain, 621
 - geld anthills, 624
 - make produce of grass land into hay, 623
 - plash hedges, 625
 - protect game and wildfowl, 625
- for life, granting of new lease by, under will, surrender of lease for, 687
 - lease by, under S. L. Acts, of principal mansion house, gardens and pleasure grounds, 588
 - of coal mines by, to company under S. L. A. 1925... 640
 - house by, under statutory powers in consideration of fine, 579
 - purchase of reversion by, 573
- of farm to have way-going crop, 613
 - keep field book, 606
 - prevent injury by cattle or sheep, 606
- removal of fixtures by, 551
- termination of tenancy by, 548
- to cleanse cesspools and drains, 551
 - consume hay on farm, 606
 - root crops on farm, 606
 - straw on farm, 606
 - cultivate garden and orchard, 551
 - get chalk, 625—626
 - hoe land on farm, 606
 - leave furniture in good condition, 547
 - provide board and residence for servants, 550
 - prune and preserve fruit trees, 551
 - quit after notice to quit, 547
 - replace broken or missing china, 547
 - glass, 547
 - destroyed fruit trees, 551
 - use barns after expiration of term, 626
 - weed land on farm, 606
 - whitewash cottage when required, 551
- tenant's improvements, scale of allowances for, in agreement for lease of farm, 600
- term, commencement of, day for, should be stated, 553
 - determination of, as to part of land, 618
 - in agreement for lease of public-house by brewer, 556
 - or underlease of private house in London with or without furniture, 553
 - of lease of furnished lodgings, 546
- termination of tenancy by tenant, 548
- terms for lease of farm, outline of, 608
- tillage, conversion of land to, covenant by lessee against, 591
- timber and fences, damage to, covenant by lessee of limestone quarries against, 658
- covenant by lessee not to cut or carry away, 591
- for repairs, covenant by lessor of farm to provide, 617

References to Forms and Precedents are given thus: 329; to Notes thus: 329.

LEASES—*continued.*

- time, provision as to, agreement for building lease or leases with, **593**
- times of weighing and dividing ores, covenant to give notice of, **633**
- tin, licence to dig, work, mine and search for, **627**
- tithe rentcharge, owner to pay, **615**
- title of lessor up to date of lease, acceptance of, **573**
- trades, offensive, what are, **581**
- transfer of licences at end of term, covenant by lessee of public-house for, **561**
- trespass, compensation for, covenant by lessee to pay, **657**
 - covenant by lessee not to commit, **657**
- trustees of settlement, joinder of, to acknowledge receipt of fine, **579**
- underlease, agreement for, not to operate as demise, **555**
 - for entire term, **680**
 - of house and workshops at premium, **564**
 - in London with stable and coach-house, **574**
 - part of house as business offices, **586**
 - private house in London with or without furniture, agreement for, **552**
- underlessor, indemnity to, covenant for, **681**
- underlet, covenant by tenant not to, **547**
 - without consent, covenant by lessee not to, **554**
- "usual" covenants, what are, **555**
- valuation, purchase of fixtures of tenant at, option to landlord for, **551**
- walls, covenant by lessee not to cut or alter, **571**
 - external, included in lease of "rooms situate on two floors of business premises," **586**
- warranty on tenancy of furnished house, **545**
- water and soil, free passage for, exception of, **581**
 - covenant by lessee not to waste, **584**
 - rights, lessee of, covenant by, to remove dam at end of term on request, **670—671**
 - power for, to build dam, **669**
 - take water from brook, **669**
 - supply, rights of, lease of, by mortgagor in possession and mortgagees, **667**
- watertocloset, right of lodger to use, **546**
- watercourse, liberty of, lessor to have, **582**
- watercourses, cleansing of, covenant by tenant for, **625**
 - liberty to divert, **629**
- waters, surplus, of canal, use of, **629**
- way-going crop, tenant of farm to have, **613**
- ways, lessee to lay out, **594**
- weeding of land on farm by tenant, **606**
- weighing and dividing ores, times of, covenant to give notice of, **633**
 - of coal raised by outstroke, covenant by lessee company for, **647—648**
- wharf, licence to make, in lease of limestone quarries and works, **654**
- wildfowl, protection of, covenant by tenant for, **625**
- windows, plate glass, covenant as to, **559**
- winzes, licences as to, **628**
- working copper, licence for, **627**
 - of all mines within limits during term, covenant for, **633—634**
 - limestone quarries, licence for, **653**
 - tin, licence for, **627**
- works, limestone, demise of, **653**
 - lease of, **652**
- workshops, lease or underlease of, at premium, **564**

LESSEE. *See* LEASES.

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

LESSOR. *See* LEASES.

MISCELLANEOUS PRECEDENTS,

- annuity to past mistress, covenant for, **710**
- assents,
 - assent by executors to specific bequest of leaseholds, **691**
 - devise of freeholds, **690**
 - vesting of leaseholds in trustees for sale, **690**
 - personal representatives to person absolutely entitled, statutory form of, **692**
 - trustees for sale, **692**
- assents of personal representatives, **688**
- bequest, specific, of leaseholds, assent by executors to, **691**
- devise, specific, of freeholds, assent by executors to, **690**
- executors, assent by, to specific bequest of leaseholds, **691**
 - devise of freeholds, **690**
 - vesting of freeholds in trustees for sale, **690**
- freeholds, specific devise of, assent by executors to, **690**
 - vesting of, in trustees for sale, assent by executors to, **690**
- incumbrances, statutory covenant against, written assent under hand implies, **688**
- leaseholds, specific bequest of, assent by executors to, **691**
- personal representatives, assent by, to person absolutely entitled,
 - statutory form of, **692**
 - trustees for sale, statutory form of, **692**
- assents of, **688**
- vesting assent by, statutory form of, **693**
- relation back, **688**
- sale, trustees for, assent by personal representatives to, statutory form of, **692**
 - vesting of freeholds in, assent by executors to, **690**
- specific bequest of leaseholds, assent by executors to, **691**
 - devise of freeholds, assent by executor to, **690**
- statutory form of assent by personal representatives to person absolutely entitled, **692**
 - trustees for sale, **692**
 - vesting assent by personal representatives, **693**
- trustees for sale, assent by personal representatives to, statutory form of, **692**
 - vesting of freeholds in, assent by executors to, **690**
- vesting assent by personal representatives, statutory form of, **692**
 - of freeholds in trustees for sale, assent by executors to, **690**
- arbitration clause in covenant for annuity to past mistress, **711**
- assignment of letters patent, **709**
- conveyance by trustees for sale of freeholds to beneficiary electing to take property as realty, **705**
- covenant for annuity to past mistress, **710**
- cricket club, licence to, **707**
- deed of enlargement of long term by person absolutely entitled, **694**
 - tenant for life, **695**
- enfranchisement of site of place of worship held under lease, **700**
- enlargement, deed of, subsidiary vesting deed supplemental to, **697**
 - of long term by person absolutely entitled, **694**
 - tenant for life, **695**
- freeholds, subsidiary vesting deed of, **698**
- land, vesting of, written assent of personal representatives essential to, **688**
- letters patent, assignment of, **709**

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

MISCELLANEOUS PRECEDENTS—*continued.*

- licence to cricket club, **707**
 - use ground for lawn tennis, **707**
- long term, enlargement of, by person absolutely entitled, **694**
 - tenant for life, **695**
- mistress, past, annuity to, covenant for, **710**
- patent, letters, assignment of, **709**
- place of worship, site of, held under lease, enfranchisement of, **700**
- realty, beneficiary electing to take property as, conveyance to, by trustees for sale, **705**
- sale, trustees for, conveyance by, to beneficiary electing to take property as realty, **705**
- site of place of worship held under lease, enfranchisement of, **700**
- subsidiary vesting deed of freeholds, **698**
 - supplemental to deed of enlargement, **697**
- tenant for life, enlargement of long term by, **695**
- tennis, licence to use ground for, **707**
- trustees for sale, conveyance by, of freeholds to beneficiary electing to take property as realty, **705**
- vesting deed, subsidiary, of freeholds, **698**
 - supplemental to deed of enlargement, **697**
- worship, place of, site of, held under lease, enfranchisement of, **700**

MORTGAGEE. *See* MORTGAGES, Vol. II.

MORTGAGOR. *See* MORTGAGES, Vol. II.

NEW TRUSTEES. *See* APPOINTMENT OF NEW TRUSTEES.

POWERS. *See under* various titles.

POWERS OF ATTORNEY. *See* ATTORNEY, POWERS OF.

RENT. *See* LEASES.

RECITAL,

- as to capital money, **452**
 - death duties, **448**
 - evidence in general conditions of sale, **218**
 - identification of lots in schedule and plan, **445**
 - plans in agreement as to ancient lights, **44**
 - sale by private contract, **458**
 - settled land, **452**
- in conveyance of freeholds by district council under Public Health Acts, **426**
- introductory, in agreement as to ancient lights, **44**
 - enjoyment of light on sufferance, **41**
 - for apportionment of rent, **46**
- of administration of estate, **97**
 - admission of clerk into service, **199**
 - agreement as to beneficiaries joining in appointment of new trustee of personalty, **84**
 - custody of documents of common title, **464**

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

RECITAL—*continued.*

- of agreement as to deeds, **361**
 - retained, **386**
 - mode of conveyance, **464**
 - by railway company to execute works, **39**
 - for application of part of purchase-money in part payment of mortgage debt, **414—415**
 - assignment of leasehold lots, **460**
 - execution of underleases, **460**
 - purchase of remainder, **447**
 - repurchase if title deeds not found, **339**
 - sale of freeholds (being enfranchised copyholds), **364**
 - lands to railway company, **39**
 - lot to purchaser, **464**
 - mines, **428**
 - in restraint of trade, **204**
 - of patron and of Ecclesiastical Commissioners to concur in conveyance of glebe land, **467**
 - to accept part payment of debt by regular instalments, **195**
 - apportion rent, **372**
 - build schools, **202**
 - exchange, **525**
 - give bond to perform building contract, **202**
 - indemnity, **534**
 - grant easement, **434**
 - pay liquidated damages on breach of covenant in restraint of trade, **204**
 - purchase interest of lessee, **376**
 - refer disputes to arbitrator, **133**
 - with assignee of leasehold lots, **460**
- amount of compensation offered, **140**
- appointment of arbitrator by company, **151**
 - landowner, **151**
 - trustee in bankruptcy, **427**
 - trustees by Court, **105**
 - for purposes of S. L. A. 1925...**381**
 - in agreement by tenant for life to sell heirlooms, **326**
 - umpire by arbitrators, **151**
- appropriation of trust property, **92**
- approval of conveyance by Master in Lunacy, **420**
 - Master in appointment by committee of lunatic, **66**
 - Lunacy, **98**
- articles of partnership, **139**
- assent of executors, **111**
 - to devise of real estate, **380**
- assignment of share of retiring partner, **204**
- authority of railway company to take lands, **150**
- bankruptcy of a trustee, **103**
- bond, **478**
- bonds, with conditions for performance of award, **148**
- carrying on business, **197**
- certificate of result of sale, **458**
- charge of undivided share by way of legal charge, **381**
- codicils, **91**
- commencement of houses, **476**
- compensation agreement, **363**
 - offered by railway company, **151**
- conditional contract for sale, **419**
- consent of Public Trustee to act, **114**

RECITAL—*continued*.

- of construction of tunnel, **434**
- contract for purchase subject to mortgage, **409**
 - sale by trustee in bankruptcy, **427**
 - of business or trade for sum to be paid by instalments and secured by bond, **471**
 - to purchase part of leasehold premises, **372**
 - sum of money, **196**
- conveyance in fee, **339**
 - of freehold reversion, **376**
 - land to railway company, **39**
 - to infant by personal representatives, **399**
 - tenants in common, **381**
- co-partnership, **203**
- dealings between parties in agreement to refer matters of account to arbitration, **135**
- death of father of appointor, in post-nuptial appointment of jointure, **59**
 - last surviving trustee, **92**
 - mortgagee, **414**
 - partner, **384**
 - son of testator, **92**
 - trustee, **92**
 - in appointment of new trustee of freeholds, **86**
 - vendor intestate, **417**
 - widow, **418**
 - wife, **89**
 - without having executed will, **49**
- deed of even date appointing new trustees of conveyance, **100**
- default in release of equity of redemption of freeholds by indorsement, **411**
- delivery of securities to Public Trustee, **116**
- desire of lessee of water rights to obtain water supply, **668**
 - trustee to disclaim, **95**
 - to appoint custodian trustee, **115**
 - in post-nuptial appointment of jointure, **59**
 - new trustee, **81**
 - separate sets of trustees, **92, 93**
 - bar entail, **516**
 - carry out intentions expressed in draft will, **49**
 - create base fee, **522**
 - enlarge base fee, **523**
- devise of freeholds in settlement, **695**
- devolution of lease, **406**
- differences and submission, **147**
- disagreement of arbitrators, **151**
- disclaimer, **96—97**
- dispute as to amount of compensation, **142**
 - title to reversion, **531**
- disputes and questions between parties, **135**
- dissolution of co-partnership, **203**
- erection of mill, **434**
- execution of assignment of lease, **464**
 - deed of even date, **525**
- existence of disputes between parties, **133**
- extension of time for award, **151**
- family in agreement to give effect to will not duly executed, **49**
- inability to pay debt, **195**
- intended marriage of appointee in appointment of portion to daughter, **61**
 - transfer of mortgage and stock into names of continuing and new trustees, **88**

RECITAL—continued.

- of intention to transfer stocks, **95**
- interest of landowner, **142**
- investment of proceeds of sale, **100**
- kinship of principal in power of attorney to take out administration to intestate in India, **169**
- laying out in building plots, **445**
- lease in agreement for apportionment of rent, **46**
 - of business premises, **328**
- loss of bond, **209**
 - title deeds, **208**
- lunacy of one trustee, **103**
- marriage, **95**
 - in post-nuptial appointment of jointure, **59**
 - of vendor, **418**
- mesne assignments, **367**
- money due on mortgage, **409**
- mortgage of undivided share, **381**
- notice by lessee of intention to purchase reversion, **455**
 - railway company of lands required, **150**
 - that lands are required, **140**
 - to bishop of intended sale of glebe land, **467**
 - take land, **141**
 - trustees in agreement by tenant for life to sell heirlooms, **326**
- option to lessee to purchase reversion, **454**
- order appointing committee of lunatic, **66**
 - persons to sell and convey, **399**
- approving contract for sale, **419**
- directing appointment in appointment by committee of lunatic, **66**
- for administration action, **458**
- conveyance, **458**
- payment of balance of purchase-money and interest, **458**
- in Lunacy, **98**
- ownership as tenants in common before 1926...**378**
 - of building society, **443**
- particulars of investments of capital money, **111**
- payment of consideration, **207**
 - funeral expenses, **91**
 - purchase-money, **196**
 - into Court, **420**
- rent due, **455**
- pending actions, **135**
- possession of long term leaseholds, **695**
- power of railway company to take lands, **422**
 - trustees of marriage settlement to purchase, **387**
 - to appoint new trustees, **87**
 - substitutes in power of attorney, **185**
- previous appointment of portion in appointment of portion to daughter, **61**
- proceedings in bankruptcy, **427**
- proposed change of trustees, **88**
- purchase, **339**
 - and payment of deposit, **458**
 - of land for partnership purposes, **383**
 - stock, **532**
- realization of estate and loan on mortgage, **87**
- renunciation of probate by disclaiming trustee, **96**
- request by purchaser for conveyance, **456**
 - to bank to open account, **198**
 - Public Trustee to act in statutory trusts, **380**

RECITAL—*continued.*

- of residence abroad of a trustee, **103**
- resolutions with view to reconstruction of company, **421**
- right of tenant for life to long terms, **696**
- sale, **101**
 - and conversion of testator's estate, **92**
 - by auction pursuant to order, **458**
 - of part of trust property, **89**
- sales and dealings with trust property, **83**
 - by tenant for life, **103**
 - under power, **519**
- seisin of vendor of advowson, **481**
 - subject to annuity, **531**
 - compensation rentcharge, **363**
 - mortgage, **454**
- subject to lease, **379**
- settlement, **102**
 - by a child of testator, **380**
 - creating entail, **516**
 - power of appointment, **59**
 - in agreement by tenant for life to sell heirlooms, **325**
- severance of reversion in agreement for apportionment of rent, **46**
- state of family in appointment of portion to daughter on marriage, **61**
- trust property, **81**
- surrender and admittance, **101**
- title in agreement between adjoining owners as to ancient lights, **43**
 - of company, **421**
 - donor of power of attorney, **182**
 - infant in conveyance on sale by Court in administration action, **457**
 - lunatic to freeholds, **419**
 - tenant in tail, **513**
 - tenants for life and in tail, **515**
 - vendor to copyholds, **402**
- trade of vendor of business, **471**
- transfer of stocks, &c., **83**
 - trust funds, **89**
- vesting deed, **388**
- will appointing donors of power of attorney executors and trustees, **173**
 - containing power to appoint in post-nuptial appointment of personality, **64**
 - creating power of appointment, **57**
 - vested in lunatic, **65**
 - devising lands on trust for sale, **386**
 - in appointment of new trustee of will, **87**
 - of mortgagee, **414**
- wish of trustee to retire, **81**
- that bond debt is due, **478**
 - contract by vendor was not executed in vendor's lifetime, **456**
 - disclaiming trustee declined to act, and remaining trustee proved will, **511**
 - disputes have arisen, **140**
 - freehold is indistinguishable from copyhold land, **366**
 - lands form part of glebe, **467**
 - were formerly copyhold, **394**
 - moneys secured by lost bond have been paid, **210**
 - part of property is in colony, **173**
 - principal secured by lost bond is due, **210**
 - tenant in tail is eldest son, **516**

SALE. *See* CONTRACTS FOR SALE; CONDITIONS OF SALE.

References to Forms and Precedents are given thus: **329**; to Notes thus: 329.

SETTLED LAND ACT, 1925,

assignment of leaseholds on sale by tenant for life under, **396**

building lease, sects. 44—48 of, as to, 543

capital money, application of, by trustees of settlement at direction of tenant for life, 403

mining rent set aside as, sect. 73 of, as to, 545

moneys arising under, sect. 73 (xi) of, as to, 402

under, purchase with, conveyance by subsidiary vesting deed of freeholds and leaseholds on, **402**

Charity Commissioners, books of, recording in, of conveyance to church-wardens and overseers under sect. 29 of, 468

consideration for exchange of land under sect. 40 (1) of, 524

conveyance of freeholds on sale by tenant for life under, **388**

under, of freeholds to tenant for life by subsidiary vesting deed in exchange for settled lands, **528**

definitions, 542

exchange, equality of, raising money for, under sect. 71 (iii) of, 524

sale of easements on, reservation in case of, under sect. 49 (1) (a) of, 525

subject to stipulations as to title under sect. 40 (2) of, 525

fine to be deemed capital money under sect. 42 (4) of, 580

paid to trustees under sect. 75 of, 580

finer, sect. 73 of, as to, 545

forestry lease, sects. 44—48 of, as to, 543

gardens, power for tenant for life to lay out, under sect. 56 of, 544

incumbrances, shifting of, under sect. 69 of, 524

heirlooms, sale of, under, provisional agreement by tenant for life for, **325**

sect. 67 of, as to, 325

infant, conveyance of legal estate to, after 1925 operates as declaration of trust only, under sect. 27 of, 346

lands of, sale of, under sect. 26 of, 398

investments, alteration of, by trustees, consent of tenant for life to, under sect. 75 of, 507

authorised under sect. 73 of, 505

jointure rentcharge, land subject to, is settled land under sect. 1 (v) of, 350

lease, building, sects. 44—48 of, as to, 543

forestry, sects. 44—48 of, as to, 543

mining, sects. 44—48 of, as to, 543

new, power of tenant for life to grant, under sect. 52 of, 579

of coal mines to company by tenant for life under, **640**

surrender of, power of limited owner to accept, sects. 52 and 90 of, as to, 687

terms and requirements of, under sect. 41 of, 542—543

leasing powers of tenant for life, extension of, under sect. 43 of, 544

under, 640

lessee dealing in good faith with tenant for life or statutory owner, protection of, under sect. 110 of, 545

lunatic, sale under, on behalf of, sect. 28 of, as to, 419

tenant for life or in fee simple, sect. 28 of, as to, 347

mansion house, sect. 65 of, as to, 388

minerals and surface, separate dealing with, under sect. 50 of, 544

sale of, under sect. 50 of, 428

sect. 50 of, as to, 524

mines and surface, power of tenant for life to sell, under sect. 50 of, 280

reservation of, sect. 50 of, as to, 322

mining lease, sects. 44—48 of, as to, 543

minority, powers of tenant for life during, personal representatives to have, under sect. 26 of, 348

SETTLED LAND ACT, 1925—continued.

- notice by tenant for life to mortgagee of intention to sell, under sect. 104 (4) of, **509**
 - to trustees and their solicitor as to investment of capital moneys under sect. 101 of, **505**
- open spaces, power for tenant for life to lay out, under sect. 56 of, **544**
- option to lessee to purchase fee, tenant for life of settled lands may give, in lease, under sect. 51 of, **574**
- personal representatives as trustees for purposes of Act, under sect. 30 of, **112**
- portions, land subject to, is settled land under sect. 1 (v) of, **350**
- principal mansion house, what is, under sect. 65 (2) of, **319**
- purchase-money, payment of, sect. 94 of, as to, **321**
- re-entry on non-payment of rent, proviso for, in lease by tenant for life under sect. 42 (1) of, **581**
- rentcharge, sale by tenant for life in consideration of, under sect. 39 (2), (3), (4) of, **391**
- security, substituted, land as, on exchange under sect. 82 of, **525**
- settled land, land conveyed in trust for pious or charitable purposes is, under sect. 29 of, **469**
 - to which infant is or would be beneficially entitled in fee simple or for term of years is, under sect. 1 (d) of, **346**
- vesting instrument necessary to disposition of, under sect. 13 (9) of, **215**
 - what is, under sects. 2—3 of, **215**
- settlement by will effective after 1925 treated as trust instrument under sect. 6 of, **350**
 - what is, under sects. 2—3 of, **215**
- small holdings, land given in exchange for, consideration for, under sect. 57 of, **525**
- streets, power of tenant for life to lay out, under sect. 56 of, **544**
- surface and minerals, separate dealing with, under sect. 50 of, **544**
- surrender of lease, tenant for life can accept, under sect. 52 of, **544**
 - power of tenant for life to accept, under sect. 52 of, **579**
- tenant for life, conveyance or other disposition by, sect. 72 of, as to, **350**
 - power of, to convey under sect. 72 of, **351**
 - sell and exchange under sects. 38—40 of, **351**
 - powers of, under, cannot be released, **449**
 - when trustees as statutory owners may exercise, under sect. 26 of, **346**
- trustees for purposes of, **76**
 - Settled Land Acts, who are, under sects. 30 *sqq.* of, **319**
 - further, for purposes of, power to appoint, **76**
- vesting deed, execution of, no sale or other disposition possible before, **350**
- deeds, sects. 4, 5 of, as to, **350**
- order, indorsements on, sect. 35 of, as to, **389**

STAMP,

- on agreement between adjoining owners as to ancient lights, **43**
 - by trustees for sale of leasehold messuage, **314**
- for apportionment of rent, **46**
 - building lease or leases, with provisions as to building and time, and option to purchase, **593**
- continuance of obstruction to ancient lights, **42**
- enjoyment of light on sufferance, **41**
- lease of farm determinable after seven or fourteen years, **610**
 - with stipulations as to husbandry and scale of allowances for tenant's improvements, **603**

References to Forms and Precedents are given thus: **329**; to Notes thus: **329**.

STAMP—*continued.*

- on agreement for lease of public-house by brewer, 556
 - or underlease of private house in London, with or without furniture, 552
- letting grazing rights, 673
 - of furnished lodgings with attendance, 545
 - parsonage from year to year, 675
- sale of freeholds in consideration of perpetual rentcharge, 341
 - or copyholds, 307
 - land with mines to railway company, 332
 - leasehold farm, 337
 - shop, fixtures, stock-in-trade, and goodwill, 328
 - service as assistant to medical practitioner, 36
 - pursuant to Highway Acts, relating to highways, 1
 - to apportion rent, 46
 - build house where no architect employed, 8
 - buy sole right in medicine, 51
 - employ agent in colony at salary with percentage on sales, 20
 - business manager at salary with percentage on profits, 17
 - factor to be paid by share of profits with weekly drawings, 24
 - manager of limited company, 30
 - give effect to intended will, 49
 - refer disputes to one arbitrator, 133
 - matters of account between creditor and debtors to arbitration, 135
 - sell piano under hire-purchase system, 53
 - under hand only, 2
- appointment, 55—56
 - by committee of lunatic to daughter of lunatic of share in trust funds, 65
 - parents among children excluding eldest son, 67
 - of freeholds under power in will subject to life estates, 57
 - gamekeeper by lord of manor, **72**
 - guardian by father, 71
 - new trustee, for purposes of S. L. A. 1925, of settlement under will, 104
 - of freeholds, 86
 - personalty under statutory power by retiring and continuing trustees, 82
 - will, 87
 - trustees, 74
 - parish clerk, **72**
 - portion to daughter, 61
 - Public Trustee as custodian trustee, 114
 - sole trustee of settlement in place of two retiring trustees, 113
 - separate sets of trustees of distinct parts of personalty, 90
 - substitutes by attorney, 185
 - three new trustees, 102
- apprenticeship instrument, 117
- articles of apprenticeship to merchant, 121
 - trader, 118
- clerkship to solicitor, 125

STAMP—*continued.*

- on assignment of bond debt, 478
 - goodwill and plant of trade or business for sum to be paid by instalments, 470
 - indenture of apprenticeship, 127
 - lease and fixtures subject to underlease by indorsement, 370
 - leasehold house, 367
 - leaseholds by mortgagee under statutory power of sale, 406
 - original lessee by indorsement, 368
 - tenant for life under S. L. A. 1925...396
 - sold in lots to purchaser to grant underleases to other purchasers, 459
 - letters patent, **709**
 - part of leasehold premises, 370
 - policy of life assurance, 479
- award of arbitrator for payment of money and for mutual releases, 147
 - dissolution of partnership, 149
- bond for faithful service of clerk to partners, 199
 - in restraint of trade, 203
 - of indemnity against loss of title deeds, 208
 - to obligor of lost bond, 209
 - to bank to secure balance due on account, 197
 - pay by instalments sum to be in full discharge of larger debt, 195
 - money and interest in one sum or by instalments, 193
 - perform agreement, **201**
 - secure life annuity to husband, wife, and survivor, 207
- certificate of mayor or notary, 188
- confirmation to assignee of lease assigned without licence, 685
- consent of protector of settlement to barring estate tail, 515
- contract for sale, 227
 - to build house, 3
- conveyance by executors in execution of contract for sale by testator, 455
 - legal personal representatives of land to which infant is or would be beneficially entitled, 398
 - married woman seised in fee with concurrence of husband, 418
 - mortgagee and administrator of mortgagor in performance of contract for sale by intestate, 416
 - of freeholds under statutory or express power of sale, 404
 - partners of freeholds conveyed to firm as partnership property before 1926...383
 - subsidiary vesting deed of freeholds and leaseholds on purchase with capital moneys under S. L. A. 1925...402
 - tenant for life of freeholds, formerly copyholds, where mineral and sporting rights of lord of manor still subsisting, **394**
 - trustees as statutory owners under S. L. A. 1925, of freeholds, 400
- in fee by mortgagor and mortgagee to purchaser, mortgage being paid off, 412
 - in consideration of perpetual rentcharge, with covenants to build, repair, and insure, 437
 - on sale of glebe land by rector with consent of patron and of Ecclesiastical Commissioners, 467
 - to trustees in trust for pious or charitable purposes in parish by direction of rector and churchwardens, 468

STAMP—*continued.*

- on conveyance of
 - advowson or next presentation, 481
 - equity of redemption of freeholds, 408
 - freehold land intermixed with enfranchised copyhold land, 366
 - freeholds, 359
 - (being enfranchised copyholds) subject to compensation agreement, 363
 - (being enfranchised copyholds) where manorial incidents extinguished, 365
 - by mortgagee and trustee in bankruptcy if mortgagor, 426
 - tenant for life for building purposes in consideration of rentcharge, 391
 - transferee of mortgage selling under statutory power, 407
 - trustees under trust for sale in will, 385
 - vendors who before Conveyancing Act, 1925, were tenants in common, 378
 - on sale by tenant for life under S. L. A. 1925... 388
 - to district council under Public Health Acts, 426
 - local education authority, 425
 - railway company under agreement by fee simple owner, 422
 - tenant for life by subsidiary vesting deed in exchange for settled lands, 528
 - land by building society, subject to restrictive covenants, 443
 - excepting mines and reserving power to work, 430
 - on building estate excepting mines and minerals and with restrictive covenants, 439
 - lands in exchange for other lands conveyed by separate deed of even date, 525
 - where money paid for equality of exchange, 526
 - mines with working powers and liability for injury to surface, 428
 - remainder in fee in land or capital money under settlement or will effective after 1926...451
 - under settlement before 1926 to purchaser, 449
 - under settlement before 1926 to tenant for life covenanting to pay death duties, 447
 - on purchase by trustees under power in marriage settlement with consent of beneficiaries, 387
 - sale by Court in administration action by trustees for sale, 457
 - of freeholds by committee of lunatic, 419
 - company in voluntary liquidation, 420
 - personal representatives under Administration of Estates Act, 1925... 456
 - covenant to apportion perpetual rentcharge, 47
 - declaration of attesting witness to power of attorney, 187
 - deed of covenant to indemnify purchaser of lands against life annuity charged thereon, 531

STAMP—*continued.*

- on deed of covenants between vendors and purchasers of lots laid out for building purposes, 444
- poll making previous revocable appointment absolute, 70
- to enlarge base fee, 523
- disclaimer by deed, 510
 - trustee of settlement and appointment of new trustee, 94
 - of trusts of settlement, 512
- disentailing deed by tenant in tail in remainder subject to life estate of protector, 516
 - of freeholds by tenant in tail in possession, **513**
 - male in possession, 514
- grant of right of way with horses and carriages, 431
 - to use subterranean watercourse and surface stream, 434
- indemnity against rentcharge by grant of power of entry on other lands, 534
- lease by tenant for life, under S. L. Acts, of principal mansion house, gardens, and pleasure grounds, 588
 - of coal mines to company by tenant for life under S. L. A. 1925... 640
 - house by tenant for life under statutory powers in consideration of fine, 579
 - to nominee of builder, 568
 - residential flat or chambers, 583
 - tied public-house by firm of brewers, 557
 - water rights by mortgagor in possession and mortgagees, 667
 - or underlease of house and workshops at premium, 564
- licence to assign by lessor to lessee, 510
 - cricket club, 707
- mining lease, 626
- outline of terms for lease of farm, 608
- post-nuptial appointment of life interest in personalty, 63
- post-obit* bond with surety to secure sum should vendor survive his father, 196
- power of attorney by executor abroad to prove will in England, 168
 - person going abroad (short form), 181
 - from person with large estates in England, before going abroad, 176
 - to creditor to receive rents of freehold houses as security for loan, 183
 - execute deed, **164**
 - receive legacy, consent to abatement, and give bond to refund, 167
 - recover debt, 165
 - take out administration to intestate in India, 169
- provisional agreement by tenant for life under S. L. A. 1925, for sale of heirlooms, 325
- release of equity of redemption of freeholds by indorsement, **411**
- retirement and discharge of trustee without appointment of new trustee, 88
- revocation in writing of appointments, 56
 - of appointment and new appointment, 69
 - power of attorney, 186
 - submission, 145
- settlement creating power to appoint jointure, **59**
- statutory declaration as to identity and uninterrupted possession of land, 501
 - pedigree and other matters affecting land contracted to be sold, 502
- subsidiary vesting deed of freeholds, 698

STAMP—*continued.*

- on surrender of lease by sale to reversioner in fee by indorsement, 376
 - for granting of new lease by tenant for life under will, 687
 - life estate in possession in freeholds under settlement or will before 1926 to remainderman, 450
- underlease for entire term, 680
 - of house in London with stable and coach-house, 574
 - part of house as business premises, 586
- on sale of leaseholds to purchaser of lot by purchaser of lot who is assignee, 463

TENANCY AGREEMENT. *See* LEASES.

TENANT. *See* LEASES.

TENANT FOR LIFE. *See under* various titles, *e.g.*, for "agreement by tenant for life," *see* AGREEMENTS; for "lease by tenant for life," *see* LEASES, &c.

TRANSFER OF LAND UNDER LAND REGISTRATION ACT, 1925. *See* CONVEYANCES, *sub tit.* "land registration."

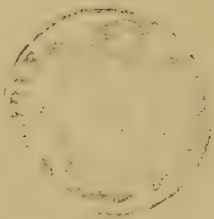
TRUSTEE ACT, 1925,

- appointment of new trustees by Court under sect. 41 of, 75
 - separate trustees under sects. 36, 37 and 40 of, 90
 - power of, donee of, can appoint self under sect. 36 (1) of, 74
 - under sect. 36 (1) of, when possible, 76
- income, holding of, under protective trusts under sect. 33 (1) of, 64
- legal estate in land, limitation of, under sect. 34 of, 345
- memorandum of names and addresses of settlement trustees under sect. 35 of, 76
- mortgage by sub-demise to get in original term, application of sect. 40 of, to, 77
- "new trustee" for purposes of sect. 40 of, what is included in, 99
- retirement and discharge of trustee under, without appointment of new trustee, 88
 - of trustee where more than two trustees, under sects. 39, 40 of, 88
 - provisions of, as to, 77
 - with consent of co-trustees, where more than two trustees, under sect. 39 of, 76
- sale by trustee, sect. 13 (1) of, as to, 215
- trustees, number of, increase of, under sects. 36—37 of, 75
 - separate, appointment of, under sect. 37 of, 75
- vesting of trust property in new trustees by declaration of appointor under sect. 40 of, 77

TRUSTEES, NEW. *See* APPOINTMENT OF NEW TRUSTEES.

UNDERLEASE. *See* LEASES.

References to Forms and Precedents are given thus: 329; to Notes thus: 329.



MIDDLE
TENN
LIBRARY

RECD.	
26 AUG 1971	
ENT.	
CAT.	
ACK.	
COLL.	44
STP.	20
ACC. No.	

Rivers
VCB1

